

Mobile Deposit Terms & Conditions

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for use of The First National Bank in Carlyle’s Mobile Deposit services (“Mobile Deposit”). The words “we”, “us”, “our”, “Bank” and “The First National Bank in Carlyle” mean The First National Bank in Carlyle. The words “you” or “your” mean each and every person that use Mobile Deposit. The word “account” means any one or more deposit accounts you have with The First National Bank in Carlyle Bank.

Mobile Deposit is designed to allow you to make deposits to your checking, savings, or money market accounts from your mobile device, by electronically transmitting a digital image of your paper check to The First National Bank in Carlyle, or a third-party processor designated by The First National Bank in Carlyle.

1. Acceptance of these Terms. Your use of Mobile Deposit constitutes your acceptance of this Agreement which is a binding legal agreement between you and The First National Bank in Carlyle Bank. You agree to comply with the hardware and software requirements of Mobile Deposit. The information in this Agreement applies only to Mobile Deposit services described herein. Provisions in other Account Agreements and Disclosure Documents, as may be revised from time to time, remain in effect for all other aspects of your account. We reserve the right to change the terms and charges for Mobile Deposit services described in this Agreement by notifying you of such change electronically and/or in writing, and we may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of Mobile Deposit services will indicate your acceptance of the revised Agreement.

2. Hardware and Software Requirements. In order to use Mobile Deposit services, you must obtain and maintain, at your expense, a supported mobile device (e.g. smartphone) with a supported camera and operating system, have a data plan or wireless connection, and download the App to your mobile device. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible. You are solely responsible for electronically transmitting deposit items, accessing Mobile Deposit, and maintaining your device.

3. Compliance with Laws. You agree to use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit. You promise to indemnify and hold The First National Bank in Carlyle harmless from any damages, liabilities, costs, expenses (including attorney’s fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account and this Agreement.

4. Unavailability of Services. You understand and agree that Mobile Deposit may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider and Internet software. The First National Bank in Carlyle cannot assume responsibility for any technical or other difficulties or any resulting damage that you may incur. In the event that Mobile Deposit services are interrupted or are otherwise unavailable, you acknowledge that you can deposit original checks in person at a First National Bank in Carlyle Bank branch or by U.S. mail. It is your sole responsibility to verify that items deposited using these services have been received and accepted for deposit by us. Mobile Deposit has qualification requirements, and The First National Bank in Carlyle reserves the right to change the qualification at any time without prior notice. The First National Bank in Carlyle reserves the right to change, suspend, or discontinue Mobile Deposit immediately and at any time without prior notice to you.

5. Fees and Charges. Fees and charges related to Mobile Deposit service, if any, are found in the Miscellaneous Fees & Charges Schedule published on the bank's website. All fees and charges related to any Account you access with the Mobile Deposit service as stated in the applicable Fee Schedule for the Account will remain in effect when using the Mobile Deposit service.

Any applicable fees for the Service may be changed by us at our discretion at any time without notice, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

Standard data and mobile phone rates from your wireless provider may still apply. You may be charged access rates depending on your carrier. Please contact your mobile device carrier for additional information.

There may be a charge for additional transactions and optional services as disclosed in our Fee Schedule. You agree to pay such charges and authorize us to charge your designated Account or, if sufficient funds do not exist in your designated Account, or overdraft source(s), you authorize us to charge the amount of the fees associated with Mobile Deposit to any of your Account(s) at The First National Bank in Carlyle. In addition to the foregoing, you agree to be responsible for any fees and charges assessed through, or arising from the use of Mobile Deposit, including but not limited to fees assessed for any return items that are in addition to the fees set forth in our Fee Schedule.

6. Items Eligible for Deposit. For every check you deposit using Mobile Deposit you hereby warrant:

- All signatures on the check are authentic and authorized.
- Endorsement must include the phrase "Mobile 1nbc Carlyle". (Deposit will be rejected without this endorsement.)
- The check is not counterfeit.
- You have no knowledge that any of the information on the check has been altered in any manner after creation but before deposit of the check.
- Each image is an accurate representation of front and back of the check, without any alteration.
- You will promptly produce the original check upon request of the Bank within 14 days of Deposit of the check using Mobile Deposit. You will cooperate and provide reasonable assistance to the Bank regarding any questions or claims made thereon.
- The original check or the electronically deposited check will not be and have not been deposited at this Bank or any other financial institution.
- There are no duplicate images of the check other than the image transmitted using Mobile Deposit.

7. Unacceptable Items for Deposit. You understand and agree that you will not deposit the following items using Mobile Deposit:

- Checks not properly endorsed with your signature and required "Mobile 1nbc Carlyle" endorsement.
- Checks made payable to any person or entity other than you (i.e., third party checks)
- Checks which have previously been deposited at another financial institution or other The First National Bank in Carlyle location or deposit channel causing the same drawer's account to be debited twice.
- Checks drawn on institutions located outside the United States

- Checks payable in a denomination other than US dollars
- Check previously converted to a Substitute Checks (as defined in the Check 21 Act)
- Remotely created checks (also called demand drafts)
- Money Orders or Travelers' Checks
- Checks you know or have reason to suspect are fraudulent or otherwise not properly authorized
- Checks with a date after the date of deposit or no date
- Checks in an amount in excess of the deposit limitations set forth herein (see "Deposit Limits" below)

Deposits of this nature may result in immediate termination of Mobile Deposit and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance in your account and applicable fees may be applied.

8. Deposit Limits. Individual Deposit Limit: \$1,500. Daily Deposit Limit: \$2,500.

The First National Bank in Carlyle may, at its discretion, raise or lower any or all of these limits at any time. The Bank reserves the right to make such change without prior notice to you.

9. Receipt of Items. You understand and agree that receipt of an image does not occur until you are notified of receipt of the image via onscreen messaging and/or e-mail notification. The First National Bank in Carlyle is not responsible for any image that we do not receive. The First National Bank in Carlyle reserves the right to reject any items transmitted by Mobile Deposit, at our discretion, without liability to you. You understand that any amount credited to your account for items deposited using Mobile Deposit is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check. The First National Bank in Carlyle is not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. Please review your account history for deposit information.

10. Rejection of Deposit. We are not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to any items being returned.

11. Items Returned Unpaid. With respect to any item that you transmit to us for Mobile Deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such items from your account, including applicable fees.

12. E-mail Address. You agree to notify us immediately if you change your e-mail address.

13. Check Retention and Destruction. After transmitting the Mobile Deposit to us, you will retain the original Paper Items for a minimum of fourteen (14) calendar days, but no longer than thirty (30) calendar days, from the transmission date ("Retention Period"). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and irretrievably destroy original Paper Items from which you have previously created and submitted to us a Mobile Deposit.

14. Security. You understand that a lost or stolen mobile device could lead to fraud. For that reason, you agree to keep your Mobile Banking password private and only known to you. As a best practice you should also use a password to protect your mobile device.

15. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT YOUR USE OF MOBILE DEPOSIT IS AT YOUR RISK. WE ARE ONLY RESPONSIBLE FOR PROVIDING MOBILE DEPOSIT AS EXPRESSLY STATED IN THE AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO MOBILE DEPOSIT WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS MOBILE DEPOSIT. MOBILE DEPOSIT IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING MOBILE DEPOSIT, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL THE FIRST NATIONAL BANK IN CARLYLE OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE APP, THE SOFTWARE, THE EQUIPMENT OR MOBILE DEPOSIT WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES, THE FIRST NATIONAL BANK IN CARLYLE AND OUR THIRD-PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

16. Accountholder's Indemnification Obligation. You agree to indemnify, defend, and hold harmless the Bank and its directors, officers, employees, members and agents from and against any and all losses, cost, expenses, fees (including but not limited to, reasonable attorney's fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (1) your failure to abide by or perform any obligation imposed upon you under this Agreement; (ii) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of Mobile Deposit; (iii) the actions, omissions or commissions of you, your employees, consultants, and/or agents relating to Mobile Deposit; and (iv) any transmission or instruction, whether or not authorized, acted upon by the Bank in good faith. You agree that this paragraph on warranties and indemnity shall survive the termination of the Agreement.

17. Termination of Mobile Deposit. You or we may terminate the Service at any time without notice.