

Mobile Remote Deposit Terms and Conditions

This Mobile Check Deposit User Agreement contains the terms and conditions for the use of Bank of Bartlett Mobile Deposit and/or other remote deposit capture services that Bank of Bartlett or its affiliates ("us", "we", "our", or "Bank") may provide to you ("you", "your", "user", or "Customer"). Other agreements you have entered into with the Bank, including without limitation the Depository Agreement and Disclosures governing your Bank account, continue to apply. In the event of a conflict between this Agreement and any other agreement you have entered into with the Bank, this Agreement shall govern.

1. **Services.** The mobile remote deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits to your checking, money market checking or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the check image and associated deposit information to the Bank or the Bank's designated processor. The device must (a) capture an image of the front and back of each check to be deposited in accordance with the Procedures; (b) read and capture the magnetic ink character recognition ("MICR") line on each check; and (c) read and capture all such other data and information as is required by this Agreement or Federal Reserve Regulations for the processing of these check images for payment. The Bank currently offers the benefits and convenience of the Services to you free. The Bank reserves the right to charge fees for the Services in the future in our sole discretion. To use Mobile Deposit, you must be a Bank account holder.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time in our sole discretion. We will notify you of any material change via email or by posting notice of such change on our website(s) and such change shall be effective thirty (30) days following our provision of such notice. Your continued use of the Services will indicate your acceptance of such change and the Agreement as revised by such change. Further, we reserve the right, in our sole discretion, to change, modify, add or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. In the event that an immediate change is needed to ensure the security of the Services, we will post a notice of any such change on our website. You may choose to accept or decline such changes by continuing or discontinuing use of the Services.
3. **Limitations of Services.** When using the Services, you may experience technical or other difficulties. We shall not be responsible for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice in our sole discretion. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you in our sole discretion.
4. **Joint Accounts.** You understand and agree that to the extent permitted under applicable law each owner of a Bank account is jointly and severally responsible for all Mobile Deposit transactions that affect that account.
5. **Eligibility.** The Mobile Check Deposit service may be subject to product eligibility. Certain products are not eligible, such as Certificate of Deposits and IRA. If you have access to one of these ineligible products in internet banking, your enrollment will not be approved.
6. **Eligible Items.** You agree to capture check images and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Bank (each such check image a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of the Uniform Commercial Code. You can only deposit Checks using Mobile Deposit, however, there are some Checks that you cannot deposit. These include:
 - Checks payable to any person or entity other than you.
 - Checks drawn on any account that you own or you are a signor on.
 - Checks containing any alteration of which you know or should have known or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
 - Any Checks that are not in original form with a signature, such as substitute checks or remotely created checks.
 - Checks that are stale dated, dated more than six (6) months prior to the date of deposit.
 - Checks that are postdated, display a future date.
 - Checks drawn on an account at a financial institution located outside the United States.
 - Checks not payable in United States currency.
 - Checks that are otherwise not acceptable under the terms of your Bank account

PLEASE NOTE: Any Check that you attempt to deposit using Mobile Deposit is subject to verification by us. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting one of our branches.

7. **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 quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring 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 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).
8. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Check. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Checks to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Checks to us. You are responsible for security of any devices used in connection with this Agreement and for completing deposit transactions in a secure manner as stated in Section 16.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Services, copy or reproduce all or any part of the technology or Services; or interfere, or attempt to interfere, with the technology or Services. We and our technology partners, inclusive of, but not limited to, Fiserv, Inc., retain all rights, title and interests in and to the Services, software and development made available to you.

9. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY, Bank of Bartlett account #_____" or as otherwise instructed by the Bank. 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 "Procedures"). Endorsements must be made on the back of the share draft or Check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a Check payable to you and any joint owner(s) of your Bank account, the Check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such Check into a Bank account jointly owned by all such 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 any non-joint owner, you may not deposit the Check into your Bank account using the Services.
10. **Cut off Times for Deposits.** Deposits made via Mobile Deposit must be made before 5 PM Central Time on a business day in order to be considered deposited same day. Deposits made after 5 PM Central Time on a business day will be considered deposited the next business day. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our branches or at bankofbartlett.com.
11. **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 Check images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Bank that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Processing and/or transmission errors can occur after we acknowledge receipt that may impact transaction completion. Following receipt of such confirmation, the Bank will process the image by preparing a "substitute check" or clearing the item as an image.
12. **Availability of Funds:**
 - Once deposited, subject to the cut-off time described above, our policy is to make funds from your Check deposits available to you on the second business day after the day we receive your deposit, with the first \$200 available on the first business day after the day of your deposit.
 - Checks are subject to verification by Bank of Bartlett and may be rejected for any reason without liability to you. If the Check is verified by Bank of Bartlett, the balance of the Check will be made available to you the second business day after the day of deposit in most cases.
 - There are some reasons that you may have delayed availability such as a history of repeated overdrafts, or Checks totaling more than \$5000 deposited on the same day (a complete list of

these reasons is available in the Rules and Regulations). In such cases, you will receive full availability by the seventh business day after the day of deposit. If your account has been open 30 days or less, however, you may not receive full availability until the ninth business day after the day of deposit.

13. **Disposal of Transmitted Items.** After you receive confirmation that we have received an image, and once you receive full credit for the Check, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. Shredding it is one way to destroy it. Destroying the Check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.
14. **Returned Deposits.** Any credit to your account for Checks deposited using Mobile Deposit is provisional. If original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are 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 an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item including, but not limited to, any attorney fees incurred. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.
15. **Right of Setoff.** We may debit any of your accounts with us to obtain payment for any item that has been rejected or returned, for any adjustment related to such item for any warranty claim related to such item (whether or not the rejection, return, adjustment or warranty claim was made timely), or for any other amounts owed to us under the terms of this Agreement.
16. **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 deposits. You will notify us immediately by telephone at 901-382-6600 and with written notice at Bank of Bartlett 6281 Stage Rd Bartlett, TN 38134 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.
17. **Compliance with Law.** You will 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 and have handled the original items in accordance with applicable laws, rules and regulations.
18. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time in our sole discretion. Unless otherwise specified by the Bank, changes to such limits shall be effective immediately upon notice to you via email or the Bank's website. These limits may change from time to time without notice to you in our sole discretion. If you attempt to initiate a deposit in excess of these limits, we will 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. Currently, deposit limits are \$1500 per item/\$1500 per day.
19. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. The Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
20. **Contingency Plan.** In the event you are unable to capture, balance, process, produce or transmit a check to the Bank, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank branch. The deposit of original checks at a branch of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.
21. **Errors.** You agree to notify the Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than sixty (60) days after the applicable Bank account statement is sent. Unless you notify the Bank within sixty (60) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

22. **Presentment.** The manner in which the items are cleared, presented for payment and collected shall be in the Bank's sole discretion subject to the Depository Agreement and Disclosures governing your account.
23. **Ownership and License.** You agree that the Bank retains all ownership and proprietary rights in the Services, associated content, technology and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, the Bank may immediately terminate your right to use the Services upon any breach of this Agreement by you. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Bank's business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. Unless your Bank account is specifically designated by the Bank as a sole proprietor account, you may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
24. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE (INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT) 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 (TO INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT) 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.
25. **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 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 (INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT), 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.
26. **Accountholder's Indemnification Obligation.** 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 Services and/or breach of this Agreement (including, but not limited to, any breach of the warranties, representations, or obligations contained in this Agreement). You understand and agree that this paragraph shall survive the termination of this Agreement.
27. **User warranties and indemnification.** You warrant to The Bank that:
- You will only transmit eligible items.
 - Images will meet the image quality standards.
 - You will not transmit duplicate items.
 - You will not deposit or re-present the original item.
 - All information you provide to The Bank is accurate and true.
 - 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 for breach of this warranty provision, including without limitation the unlawful acts of third parties.