

## **INTERNET BANKING, MOBILITI, AND MOBILE DEPOSIT TERMS AND CONDITIONS**

Please read these Terms and Conditions carefully and keep them for future reference.

**Definitions.** The words “you”, “your”, “user”, or “customer” refer to either and all of the persons signing the Application. The words “we”, “us”, “our” or “bank” refer to the financial institution identified in the Application. The words your deposit accounts refer to the deposit accounts with us identified in the Application. The words your loan accounts refer to the loan accounts with us on which either or all of you are obligated to us. The words your accounts refer to your deposit accounts and your loan accounts. The words our internet service refer to our Internet Banking. The word terms refers to these Terms and Conditions. ACH refers to Automated Clearing House. 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.

**Security.** We work hard to make our website secure. We will employ such security measures as in our reasonable judgment are appropriate to secure our website. You will not use our website for unauthorized purposes. We may monitor and audit transactions made through our website.

**Access to Accounts Via the Internet.** Subject to the terms set forth below, we will provide you with our internet service pursuant to which you can access your accounts by computer via the internet through our website using your username and password and providing such other information as may be required by our website to accomplish the following:

- Transfer funds between your deposit accounts.
- Make payments from your deposit accounts to your loan accounts.
- Make payments from your deposit accounts to third parties pursuant to our Online Bill Payment Program described below.
- Transfer funds from lines of credit you have with us to your deposit accounts.
- Get information about your accounts, such as account balances or information on deposits or withdrawals.

We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent deposit account or any overdraft line of credit on that deposit account. We will promptly provide you with a username, password, the address of our website through which you can access your accounts, and such other information as you will need to participate in our internet service. You can arrange for a change of your password by calling the number set forth below. Please see the Limitations on Frequency of Transfers below.

**Online Bill Payment Program.** Our Online Bill Payment Program requires the execution of a separate written agreement and may involve third party service providers or senders.

- There are no additional charges for our Online Bill Payment Program.

**Hardware and Software Requirements.** We will promptly provide you with a statement of the computer hardware and software requirements to participate in our internet service. We can change these requirements and will give you advance notice of any such changes. Unless you comply with such changes, you will not be able to participate further in our internet service. You are solely responsible for setting up and maintaining your computer hardware and software and

satisfying all hardware and software requirements.

**Electronic Disclosures and Notices.** This Disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First, we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- (1) Your consent applies to disclosures and notices regarding your accounts or our internet service, and it applies to your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;
- (4) You can withdraw your consent at any time by calling us; and
- (5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided by law or in other agreements, you can give us all notices regarding your accounts, our internet service, or your periodic statements, except for stop payment orders and unauthorized transfer notices, by email using our then current email address, regardless of anything in this agreement to the contrary; however, we reserve the right to have notices confirmed in writing upon our request.

**Stop-Payment Orders.** To be effective, a stop-payment order must be received in time to allow us a reasonable opportunity to act on it, and for some ACH debits must be received at least three banking days before the scheduled date of transfer. To be effective, a stop-payment order must identify the payment sufficiently to allow us a reasonable opportunity to act on it. If the payment is by check, or if the payment is by ACH debit and we give notice at the time an oral stop-payment order is received that written confirmation is required and provide an address where the written confirmation can be sent, an oral stop-payment order is effective for 14 calendar days only, unless confirmed in writing within the 14-day period. Properly signed written stop payment orders are effective for 6 months after date received and will automatically expire after that period unless renewed in writing. With respect to ACH debits, you and we agree to abide by the ACH rules and regulations regarding stop-payment orders. We will charge you \$30.00 for each stop-payment order you give.

**Hours of Operation.** You ordinarily can participate in our internet service 24 hours a day - 7 days a week. However, we reserve the right to suspend our internet service from time to time as we deem appropriate.

**Transaction Posting.** Transactions entered on our website on or before 5:00 P.M. Central on any business day will be posted on the same day. Transactions entered on our website on weekends, federal holidays or after 5:00 P.M. Central on a business day will be posted by the end of the next business day.

**Assignment and Delegation.** We can assign our interest and responsibilities under this agreement, delegate our responsibilities under this agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this agreement, as we deem appropriate.

**Limitations on Frequency of Transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply: Regardless of anything else in this or other agreements, transfers and withdrawals from a savings account to another of your accounts or to third parties by preauthorized, automatic, telephonic, or computer transfer, or by check, draft, debit card, or similar order to third parties, cannot exceed six per calendar month or statement cycle of at least four weeks.

For security reasons, there may be other limitations on the number of transfers you can make.

**Termination.** We can terminate your right to participate in our internet service at any time if you fail to comply with these terms or the terms of your account agreements with us, including any failure to pay a required fee. Either you or we can terminate this agreement without cause upon 30 days advance notice.

**Changes in Terms.** We can change these terms by giving you notice as required by law. Continued use of our internet service by you after notice of a change in terms constitutes acceptance of the change.

**Notices.** Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically if you have so consented. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them.

**Irreconcilable Conflicts.** These terms supersede those of your deposit or loan account agreements to the extent they cannot be reconciled. You expressly waive any deposit account agreement requirements of one or more signatures for withdrawal when using our internet service. Any one of the persons authorized to make withdrawals from your deposit accounts is authorized to make transfers pursuant to our internet service, even if your account agreements provide that multiple signatures are required for withdrawal.

## **FEES**

Except as indicated elsewhere in this or other agreements or disclosures, we do not charge for our internet service. We can debit any fees to any of your deposit accounts without notice.

## **DOCUMENTATION**

**Periodic Statements.** You will get a monthly account statement from us for your deposit accounts, unless there are no transfers in a particular month, in which case you will get a statement at least quarterly.

### **FINANCIAL INSTITUTION LIABILITY**

**Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time and in a correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line, and the transfer would go over the credit limit.
- (3) If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) If the funds are subject to legal process or other encumbrance restricting the transfer.
- (5) There may be other exceptions stated in our agreement with you.

Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages resulting from:

- Deficiencies in your computer hardware or software or in your ability or care in using

- them, or
- Problems relating to your access to the internet.

### **CONFIDENTIALITY**

We can disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers; or
  - (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
  - (3) In order to comply with government agency or court orders; or
- As explained in our separate privacy disclosures.

### **UNAUTHORIZED TRANSFERS**

**Consumer Liability.** Tell us AT ONCE if you believe your code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your code, you can lose no more than \$50 if someone uses your code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your code, and we prove we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or was provided electronically if you consented to receiving the statement that way, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Contact in Event of Unauthorized Transfer.** If you believe your code has been lost or stolen, call or write us at the telephone number or address listed below. You should also call the number or write to the address listed below if you believe a transfer has been made using the information from your check without your permission.

### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions about Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you, or provided electronically to you if you consented to receipt that way, the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new

account, a point of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

### **ALERTS**

Your enrollment in Bank of Bartlett Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Bank of Bartlett account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Bank of Bartlett reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Bank of Bartlett Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 31727 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Bank of Bartlett Online Banking. For help with SMS text alerts, text "HELP" to 31727. In case of questions please contact customer service at 1-901-382-6600. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Bank of Bartlett provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Bank of Bartlett's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bank of Bartlett, its directors, officers, employees,

agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

## **MOBILITI AND MOBILE DEPOSIT**

- 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. For Mobile Remote Deposits, you will use our mobile banking app. You will keep your mobile device updated with the latest software, including security patches. You also agree not to share your password to our mobile banking app with anyone who is not an owner of the Account. You agree to provide us with email addresses, phone numbers, and other information as needed and will update such information as needed.
- 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 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. **Funds Availability.** Funds from Qualifying Items included in Remote Deposits or Mobile Remote Deposits will be available to you, after their acceptance for deposits under this Agreement, according to our policies as reflected in our then current funds availability disclosure. Even after funds are available to you and have been withdrawn, you will still be responsible for returned items or any other problems with the Remote Deposit or Mobile Remote 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 we sent the FIRST statement on which the problem or error appeared. 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.

BANK OF BARTLETT 6281 STAGE RD.  
Memphis, TN 38134

Business Days: Monday through Saturday Excluding Federal Holidays Phone: 901-382-6600

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Member FDIC, Equal Housing Lender

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