

MOBILE DEPOSIT CAPTURE SERVICE END USER AGREEMENT

This Mobile Deposit Capture Service End User Agreement (the “Agreement”) contains the terms and conditions for the use of the Mobile Deposit Capture Service (the “Service”) that Two Rivers Bank & Trust (hereafter referred to as “Two Rivers,” “the Bank”, “our,” “us,” or “we”) may provide to you (“you,” “your” or “User”). This Agreement supplements the terms of other agreements you have entered into with the Bank, including the *Account Rules* and related fee schedules and disclosures that govern the terms, conditions and fees of your deposit account(s) with us, each as may be amended from time to time (such deposit account agreements, fee schedules and related disclosures being referred to hereinafter individually as an “Account Agreement” and collectively as the “Account Agreements”). The terms and conditions of your Account Agreement are incorporated by reference and made a part of this Agreement. 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 the provision of the Service.

1. Services. The Service is designed to allow you to make deposits to checking, money market or savings accounts by scanning checks and delivering the images and associated deposit information to the Bank or the Bank’s designated processor. The checking, money market or savings accounts designated by you during the enrollment process must be set up through the Bank’s online banking service (each such account hereinafter referred to as an “Authorized Account”). Each such deposit is referred to in this Agreement as a “Mobile Deposit Transaction.” By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check. The Bank reserves the right to change the Service at any time and in any manner in its sole discretion. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

2. Acceptance of these Terms. By accepting this Agreement, you are agreeing to all of the terms outlined within it. This Agreement is subject to change from time to time. We will notify you of any material change. We will provide you with advance notice of any changes to the terms of this Agreement when required to do so by applicable law. Your continued use of the Service after we provide you notice of changes will indicate your acceptance of the revised Agreement.

3. Limitation of Services. When using the Service, you may experience technical or other difficulties. We are not responsible for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without notice to you.

4. Fees. This Service is provided at no charge to you. We will notify you at least 30 days in advance, should we decide to begin assessing the Mobile Deposit Fee. Continued use of the Service after we provide notice of the change in the fee amount indicates your acceptance to pay the new Mobile Deposit Fee amount.

5. E-mail Address. You agree to notify us immediately if you change your e-mail address and that your notification will be made by following our procedures for updating personal information. You agree to receive notices about the service from us via email, including any notifications regarding changes to the service.

To contact us:

Mobile Deposit Capture Service – End User Agreement

In writing: **Two Rivers Bank & Trust, 222 N. Main St. Burlington, IA 52601; or**

Call us: **888-226-6063; or**

Email us: contactus@tworiversbank.com.

6. Eligible 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. You agree that you will **not** use the Service to scan and deposit any checks as shown below:

- a. Checks payable to any person or entity other than you.
- b. 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.
- c. Checks previously converted to a substitute check, as defined in Regulation CC.
- d. Checks drawn or payable through any foreign bank or a financial institution located outside the United States.
- e. Checks that are remotely created checks, as defined in Regulation CC.
- f. Checks not payable in United States currency.
- g. Checks dated more than 6 months prior to the date of deposit.
- h. Checks that are in any way incomplete.
- i. 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.
- j. Checks on which the numerical and written amount are different.
- k. Checks that have been previously returned unpaid by the financial institution on which they are drawn.
- l. Checks that are payable to cash.
- m. Money Orders.

7. Business Days and Funds Availability. Mobile Deposit Transactions confirmed as received before 3:30 p.m. Central Time on a business day will be credited to your account by the following business day as defined within our Funds Availability Policy. Mobile Deposit Transactions confirmed received after 3:30 p.m. Central Time and deposits received on a non-business day will be credited to your account on the next business day.

8. Qualifications. Use of the Service is subject to Bank approval. In order to be eligible to use the Service, your account(s) must meet qualification criteria set by the Bank. We will review all accounts for which you are signer in order to determine your qualification for the Service. We will notify you of our decision regarding your qualification for the Service.

9. Image Quality. The image of a check transmitted to the Bank using the Service must consist of legible 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 by sight review of the image:

- a. The amount of the check;
- b. The payee;
- c. The drawer’s signature;
- d. The date of the check,

Mobile Deposit Capture Service – End User Agreement

- e. The check number;
- f. Information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number and process control field;
- g. Other information placed on the check prior to the time that the image is captured (such as any required identification on the front of the check or any endorsements applied to the back of the check).

To receive a paper copy of your deposited check image, you may contact us:

In writing: **Two Rivers Bank & Trust, 222 N. Main St. Burlington, IA 52601; or**

Call us: **888-226-6063; or**

Email us: contactus@tworiversbank.com

A fee of \$1.00 (plus applicable sales tax) will be charged for each paper copy, of each deposited check image that you request.

10. **Endorsements.** 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. Your endorsement must include your signature and the words “For Mobile Deposit Only”. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you *or* your joint owner, either of you can endorse it. If the check is made payable to you *and* your joint owner, both of you must endorse the check.

11. **Receipt of Check Images.** We reserve the right to reject any check image transmitted through the Service, at our discretion, without liability to you. We are not responsible for check images we do not receive or for images that are dropped or become corrupted or illegible during transmission. An image of a check shall be deemed received when you receive a notice via the Mobile Deposit History option in the application. Receipt of such confirmation does not mean that the transmission was error-free or complete, or that your Authorized Account will not be charged back for the amount of the deposit and any applicable returned deposited item or other fee under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

12. **Returned Deposits.** 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.

13. **Disposal of Transmitted Checks.** Upon proper clearing of funds and confirmation of your deposit from the Bank, you agree to prominently mark the check as “Electronically Presented” or “VOID” and to properly store the check to ensure that it is not presented again for payment. You agree any check that has been transmitted through the Service will not be presented by you or any person again. You agree to retain all checks that you have deposited through the Service for at least 30 business days and, following the 30 day retention period, you agree to dispose of your check in a manner which will ensure the check will not be presented again. 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

Mobile Deposit Capture Service – End User Agreement

solely responsible for any losses incurred as a result of the failure to promptly provide a retained check or replacement check in response to our request.

14. **Deposit Limits.** Deposit limits on the dollar amount and/or number of items or deposits will be established. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We are not responsible for any losses incurred as a result of rejecting deposits that you have made through the Service which exceed your deposit limits.

15. **Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank. You will be required to download and install the Service application to your smart phone device from your wireless service provider. The Bank is not responsible for any third party software you may need to use the Service. 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. You understand and agree that you are solely responsible for any Internet, cellular, data download other charges that your Internet service provider or wireless service provider may impose for your access to the Internet or download of an application to use the Service.

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 with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

17. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, retain all rights, title and interests in and to the Service, Software and Development made available to you.

18. **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 Service and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, and hold harmless Intuit, its affiliates, officers, employees and agents, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Service, unless such

Mobile Deposit Capture Service – End User Agreement

claim directly results from an action or omission made the service in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY MOBILE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY MOBILE DEPOSIT 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 MOBILE DEPOSIT 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 MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.

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 MOBILE DEPOSIT SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

19. Suspension of Service; Termination of service

We may suspend your access to the Mobile Deposit service at any time and for any reason, without notice, including but not limited to, if you close your Authorized Account and/or your Online Banking and/or your Mobile Banking access, deposited items are returned unpaid for any reason, suspicious account activity, or suspected abuse of terms outlined in the Agreement.

In the event you wish to terminate your ability to make Mobile Deposits, you may contact us:

In writing: **Two Rivers Bank & Trust, 222 N. Main St. Burlington, IA 52601; or**

Call us: **888-226-6063; or**

Email us: contactus@tworiversbank.com

20. Electronic Agreement

Please indicate your consent to use electronic records and signatures by checking the "Yes, I agree to the terms and conditions of the Mobile Deposit Capture Service Agreement" box below. By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the co-owners of your accounts.

You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. You further agree that entering your name and submitting this form to Two Rivers Bank & Trust, constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You further agree that each use of your E-Signature in obtaining a Two Rivers Bank & Trust Online service, constitutes your agreement to be bound by the terms and conditions of Two Rivers Bank & Trust Online Disclosures and Agreements as they exist on the date of your E-Signature.
