



Mobile Deposit Service Agreement

Introduction – How it Works

Mobile Deposit is a new way to make check deposits to your Community Bank Checking or Savings Account using your iPhone, iPad or Android device. Save time and gas by making deposits wherever you are with our free Community Mobile Banking App with Mobile Deposit!

Enrollment/Eligibility Requirements

- Must be enrolled in Community Mobile Banking and Online Banking with Bill Pay.
- Account must be in good standing, for a minimum of 90 days

Check Deposit Guidelines

Mobile Deposit is offered by The Community Bank with no service charge. We reserve the right to change the service charge for this Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a returned deposit item fee.

- Limit of five checks deposited per day
- Cut off time for deposit to be posted on current business day is 3:00pm (EST)
- Deposited checks must be destroyed after the deposit is confirmed, but no later than 7 days after deposit is made
- You cannot deposit foreign items or savings bonds
- You cannot deposit money orders
- You may only deposit checks into accounts held by the person that the check is made payable to. Checks must be signed and endorsed **“For Mobile Deposit Only at The Community Bank”**
- You will receive a confirmation message via email on the same day the deposit is made

TERMS AND CONDITIONS

This agreement contains the terms and conditions for the use of Mobile Deposit and/or other Remote Deposit capture service that The Community Bank (“The Community Bank”, “us” or “we”) may provide to you (“you”, “your”, or “User”). Other agreements you have entered into with The Community Bank, including your Deposit Account Regulations, Rules and Disclosures, Online Banking Terms and Conditions and Mobile Terms and Conditions governing your Community Bank account, are incorporated by reference and made a part of this agreement.

1. **Service.** The Mobile Deposit Service (the “Service”) is designed to allow you to make deposits to your qualifying accounts remotely, via a mobile device, by capturing and delivering the check image and associated deposit information to The Community Bank or The Community Bank’s designated processor.
2. **Acceptance of these Terms.** This Agreement is subject to change from time to time. We will notify you of any material change via your mobile device, email or on our website by providing a link to the revised Agreement or otherwise explaining the material change. Your continued use of the Service will indicate your acceptance of the terms and conditions of the revised Agreement.
3. **Limitations of Service.** When using the Service, you may experience technical or other

difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Service has qualification requirements and limitations on use, and we reserve the right to change the qualifications or limitations at any time without prior notice. 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 prior notice to you.

4. **Eligible Items.** You agree to capture and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). When the image of a check transmitted to The Community Bank is converted to an Image Replacement Document for subsequent presentment and collected, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted in Ohio.
5. **Ineligible Items.** You agree that you will not use the Service to capture and deposit any checks or other items as shown below:
 - a. Check or items payable to any person or entity other than the authorized account holders.
 - b. Checks or items containing obvious alteration to any of the fields on the front of the check or item (including the MICR line), 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 or items previously converted to a substitute check, as defined in Regulation CC.
 - d. Checks or items drawn on a financial institution located outside the United States.
 - e. Checks or items not payable in United States Currency.
 - f. Checks or items that are postdated or more than six months old.
 - g. Checks or items prohibited by The Community Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your The Community Bank account.
 - h. Traveler's Checks.
 - i. Money Orders.
 - j. Checks or items submitted outside the United States.
 - k. Cash.
 - l. Savings Bonds.
 - m. Checks drawn or issued by the United State Treasury.

Nothing in this Agreement shall be construed as requiring The Community Bank to accept any check or item for deposit, even if The Community Bank has accepted that type of check or item previously. Nor shall The Community Bank be required to identify or reject any checks or items that you may capture and deposit that fail to meet the requirements of this Agreement.

6. **Security of your Mobile Device and Account Information.** You are responsible for (i) maintaining the confidentiality and security of your mobile devices, 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 (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively "Access Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree 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 (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

7. **Image Quality.** The image of an item transmitted to The Community Bank using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, any other regulatory agency, clearing house or association or any higher standard set by us.
8. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Service by providing your signature and marking the item "For Mobile Deposit only at The Community Bank", or as otherwise instructed by The Community Bank. You agree to follow any and all other procedures and instructions for use of the Service as The Community Bank may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.
9. **Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive in accordance with this Agreement or for images that are dropped during transmission. An image of an item shall be deemed received when you receive an email confirmation from The Community Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that the funds will be credited for that check or item.
10. **Presentment.** The manner in which checks and items are cleared, presented (or represented) for payment, and collected shall be in The Community Bank's sole discretion as set forth in the relevant deposit account agreement governing your deposit account.
11. **Availability of Funds.** You agree that items transmitted using Mobile Deposit are subject to the funds availability requirements of the Federal Reserve Board Regulation CC ("Reg. CC"). Funds deposited using Mobile Deposit will be available when we receive payment for the funds submitted. Reservation of Right to Hold: In some cases, we will not make the funds available to you when we receive payment for the funds submitted. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The Community Bank may make such funds available sooner based on such factors as credit worthiness, the length and extent of your financial relationship with us, transaction and experience information, and such other factors as we, in its sole discretion, deems relevant.
12. **Disposal of Transmitted Items.** Once your online deposit history shows that your item has been accepted, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to ensure that it is not presented again for payment. You agree to destroy the check within 7 days by shredding or incineration. You agree never to present to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service. During the time the retained check is available, you agree to promptly provide it, or a sufficient copy of the front and back of the item, to The Community Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item for The Community Bank's audit purposes.
13. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits at any time. Any deposit which exceeds the Service's eligible deposit limit will be rejected and must be deposited by means other than the Service. Your limits can be found by selecting the information icon (i) within Mobile Deposit.
14. **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 Community Bank from time to time. The Community 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 entered into directly with the third party software provider at time of download and installation.

15. **Errors.** You agree to notify The Community Bank of any suspected errors regarding items deposited through the Service right away, and not later than 60 days after the applicable Community Bank account statement is sent. Unless you notify The Community Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against The Community Bank for such alleged error.
16. **Changes in 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 and 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.
17. **Ownership & License.** You agree that The Community Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use this Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purchase which would be contrary to The Community Bank's business interest, or (iii) to The Community Bank's actual or potential economic disadvantage in any aspect. 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 Service.
18. **Disclaimer of Warranties.** You agree your use of the 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 the 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 the Service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the Service will be accurate or reliable, and (iv) any errors in the Service or technology will be corrected.
19. **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 resulting from the use of the inability to use the Service 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 this Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if The Community Bank has been informed of the possibility thereof.
20. **User warranties and indemnification. You warrant to The Community Bank that:**
 - a. You will only transmit eligible check and items that you are entitled to enforce. All checks and items will include all signatures required for their negotiation.
 - b. Images will meet The Community Bank's image quality standards.
 - c. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other part.
 - d. All information you provide to The Community Bank is accurate and true, including all images transmitted to The Community Bank accurately reflect the front and back of the check or item at the time the image was captured.
 - e. You will comply with this Agreement and all applicable rules, laws and regulations.
 - f. You will use the Service only for your own deposits and will not allow the use of the Service by way of the service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

You agree to indemnify and hold harmless The Community Bank from any loss of breach of this warranty provision or the terms of this Agreement.

21. **Termination or Refusal by Us.** We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Agreement or any other agreement you have with The Community Bank; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to The Community Bank's business interest; or (d) your account is closed or access to your account is restricted for any reason. Termination will not affect your liability or obligations under this Agreement or any other agreements you have with us.
22. **Third Party Beneficiary.** You agree that our third party service providers 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.
23. **Other Terms.** You may not assign this Agreement. This Agreement is entered into in Ohio and shall be governed by the laws of the State of Ohio and the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

A printable copy of this Agreement is available at TheComBank.com. We encourage you to print and save a copy of this Agreement for you records.

Customer Signature

Date