

The terms “we,” “us”, “our”, and “Bank” refer to First Citizens Community Bank. The terms “you” and “your” refer to Customer.

**BY ENROLLING IN AND USING THE FIRST CITIZENS COMMUNITY BANK MOBILE DEPOSIT SERVICE YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS AND CONDITIONS WILL APPLY TO AND GOVERN YOUR USE OF THE SERVICE; THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THAT THESE TERMS AND CONDITIONS CONSTITUTE A VALID AND BINDING LEGAL AGREEMENT BETWEEN YOU AND THE BANK.**

## **ACCEPTANCE OF THESE TERMS**

This Agreement sets forth the terms and conditions that apply to Bank’s Mobile Deposit Service (the “**Service**”) and your use of it. You accept and agree to be bound by these terms in order to use the Service and to conduct mobile remote deposits. Other agreements you have entered into with Bank, including the Terms and Conditions of your Deposit Account and related disclosures (the “**Deposit Agreement**”) are incorporated by reference and made a part of this Agreement. Failure to comply with any of these terms may result in the suspension or termination of the Service. These terms and conditions may be amended or changed at any time by Bank.

## **DESCRIPTION OF SERVICE**

The Service allows you to make deposits to an eligible checking or savings account from a camera-enabled mobile device capable of capturing and transmitting check images and associated deposit information to Bank or Bank’s third-party processor.

## **HARDWARE AND SOFTWARE**

In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Bank from time to time. You must be enrolled in NetTeller and must have a compatible Apple or Android mobile device with the FCCB Mobile Banking App installed. Further information regarding hardware and software requirements can be found in the Internet Banking Services Agreement and Online Disclosure Statement. Bank is not responsible for any third-party software required to use this Service. Any such software is subject to the terms and conditions of the software agreement with the third-party software provider.

## **ELIGIBILITY REQUIREMENTS**

You must enroll a checking or savings account that is in good standing and is accessible via Bank’s NetTeller Online Banking. To be eligible for enrollment in the Service, you may have no legal orders, levies, liens or suspected fraud against your accounts, and no other restrictions on your accounts.

## ELIGIBLE AND INELIGIBLE ITEMS

U.S. personal, business and federal checks are eligible for deposit.

The items listed below are defined as “**Prohibited Checks**” and are not eligible for deposit:

- Checks payable to any person (living or deceased) or entity other than the person or entity that owns the account into which the check is being deposited.
- Checks containing an obvious alteration, 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 is drawn
- Checks previously converted to a substitute check, as defined in Reg. CC
- Checks drawn on a financial institution located outside the United States or not payable in United States currency
- Checks that are remotely created checks, as defined in Reg CC
- Checks dated more than six months prior to the date of deposit
- Checks or items prohibited by Bank’s current procedures relating to the service or which otherwise are not acceptable under the terms of your account
- Checks payable on sight or payable through drafts, as defined in Reg CC
- Checks with any endorsement on the back other than that specified in this Agreement
- Checks that have previously been submitted through this Service or through a remote deposit capture service offered at any other financial institution
- Money Orders and Travelers Checks

## FUNDS AVAILABILITY

To be eligible for deposit on the day transmitted, items must be received by Bank no later than 6:00 PM local time in Mansfield, PA on a business day that we are open. Otherwise, we will consider that the item was received on the next business day we are open. Funds deposited using the Service will generally be made available on the next business day following the business day on which the item was considered to be received, subject to Reg CC and the Deposit Agreement.

## BANK RESPONSIBILITIES

**Acceptance of Items:** We will provisionally credit your account for qualifying items on the business day the item is considered to be received, if received in correct and usable form. We reserve the right to reject any item that is inaccurate or not eligible for processing and we are not responsible for any delays in funds availability as a result of rejected or held items. We will send email notification indicating whether your deposit was received and submitted for review, adjusted, or rejected. Mobile deposits will be included in your online transaction listings and in your periodic account statements.

**Return Items:** We will process and return unpaid items in accordance with Bank’s published guidelines and schedules, as governed by applicable law and will as necessary, convert check images into substitute checks for processing.

**Liability and Disclaimer:** Bank shall not be liable to Customer other than as required by applicable law when the procedures of Bank are followed and such procedures are reasonable. Bank is not responsible for detecting Customer errors contained in any deposit created and transmitted to Bank by Customer. Bank is not responsible for loss resulting through error by other banks or other entities involved in the collection process.

**Reliance on Information Sent:** Bank shall be entitled to rely on any information sent via your mobile device to the Service. Bank is not responsible for any losses that may result from the unauthorized use of the Service.

## **CUSTOMER RESPONSIBILITIES**

**Documentation Requirement:** You agree to provide information as required by applicable law to Bank when necessary, and to provide the original check to Bank upon request.

**Ensuring that Items are Eligible for Deposit.** Prior to submitting an item for deposit, you must ensure that it is eligible for the Service and is correct and usable, both in content and form. Submitted items will be rejected or may be held for further research and verification if they exceed the established limit, if the image quality is unacceptable, if there has been a duplication of items, if the transaction is out of balance or otherwise cannot be processed, is inaccurate, incomplete or inadequate. If rejected, it is your sole responsibility to make appropriate corrections and resubmit the transaction. You are responsible for all delays in funds availability for any items rejected or held. If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank may incur associated with any warranty, indemnity or other claim related thereto.

**Device Security and Online Security:** You are responsible for protecting your mobile device and your online/mobile banking sessions, and you agree to implement the following security measures:

- Keep your device's operating system (e.g., iOS, Android) and Mobile Banking App up to date.
- Password-protect your mobile device, and set your device to automatically lock after a brief period of inactivity.
- If possible, run security software on your mobile device.
- Only use trusted networks. Ensure that any Wi-Fi network you use is properly secured / encrypted.
- Don't circumvent your operating system's internal controls by "jailbreaking" or "rooting" your mobile device.
- Only download apps from a trusted source and known provider. Make sure you understand the app's permission requirements and privacy policy.
- Exercise caution when visiting websites you are not familiar with.
- Logoff and close your Mobile Banking session after every use.

- Don't provide your username, password or other access information to any unauthorized person.
- Don't store your password on or with your mobile device.
- Don't leave your device unattended while logged into Mobile Banking.
- Don't respond to unsolicited text messages, emails, or voice messages, and don't follow links or open attachments contained within the messages.
- Remember that we will never contact you (e.g., by calling, texting, or e-mailing) to ask for your personal or account information.

**Endorsements.** You agree to restrictively endorse any item transmitted through the Service with your signature and the words "For Mobile Deposit Only to FCCB" or as otherwise instructed by Bank.

**Verification of Deposit; Maintenance and Destruction of Original Check.** You agree to verify items deposited via the Service on the business day following the deposit and immediately notify us of any error. Following verification of deposit, you agree to mark the check "VOID", or otherwise render it incapable of further transmission, deposit, or presentment, and to retain the original check for thirty days. After thirty days, you agree to destroy (shred) checks that were successfully deposited via the Service. During the time the check is retained, you agree to store it in a secure fashion and to promptly provide it to Bank upon request. You agree that you will not cause items to be presented for deposit or payment multiple times, and that you will indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. We will make every effort to assist in resolving errors, but all adjustments will be made in accordance with the Deposit Agreement and applicable law.

## **DEPOSIT LIMITS**

All items deposited via the Service are subject to review and/or approval. We reserve the right to impose limits on the amount and number of items that you transmit using the Service and to modify such limits from time to time. Deposits to personal accounts shall generally be limited to \$5,000 per business day and \$10,000 per calendar month, with a limit of 20 deposited items per month. Deposits to business accounts shall generally be limited to \$10,000 per business day and \$20,000 per calendar month, with a limit of 40 deposited items per month.

## **CONTINGENCY PLAN**

In the event you are unable to successfully deposit a check via the Service or otherwise comply with the terms hereof or of the procedures, for any reason, including, but not limited to, exceeding the mobile deposit limits, communications, equipment or software outages, interruptions or failures, you will transport the originals of all checks to be deposited to the closest office of Bank and deposit original checks with Bank until such time that the issue is identified and resolved. The deposit of original checks at an office

of Bank shall be governed by the Deposit Agreement and not by the terms of this Agreement.

## **LIABILITY AND INDEMNITY**

Bank's responsibility and liability to Customer for any liabilities, claims, losses, costs, expenses (including attorney's fees and costs) or damages of any kind, including without limitation direct or indirect, special, incidental, consequential and punitive damages, arising in connection with any aspect of this Service, including but not limited to the use or the inability to use any feature of the Service, or any failure, error, omission, interruption, defect, delay in operation or transmission, computer viruses or malware, or any line or system failure related to the Service, are strictly limited to those expressly provided by applicable law. CUSTOMER AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY BANK, IT'S OFFICERS, DIRECTOR, AGENTS, EMPLOYEES, AND ALL PERSONS IN PRIVITY WITH IT FROM AND AGAINST ANY LIABILITIES, CLAIMS, LOSSES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS) OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, ARISING IN CONNECTION WITH ANY ASPECT OF THE SERVICE, EVEN IF THE LOSSES RESULTED FROM THE NEGLIGENCE OF THE PARTIES INDEMNIFIED HEREIN. BANK'S LIMITED RESPONSIBILITY AND LIABILITY AS SET FORTH HEREIN CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT IN LIEU OF ALL OTHER REMEDIES, WHETHER EXPRESSED OR IMPLIED AND WHETHER AT LAW OR IN EQUITY, AND BANK HEREBY DISCLAIMS, AND CUSTOMER WAIVES AND RELINQUISHES ITS RIGHT TO ANY OTHER REMEDY AND CLAIMS.

## **MISCELLANEOUS**

**Benefits and Assignment of Agreement.** The terms and provisions of this Agreement shall inure to the benefit of and be binding upon Customer, Bank and its respective successors and assigns. Customer may not assign its rights under this Agreement. Bank may assign or delegate certain of its rights and responsibilities under this Agreement as it deems necessary.

**Entire Agreement.** This Agreement constitutes the entire understanding between the parties as to the Service, and supersedes any and all previous agreements with respect thereto.

**No Oral Agreements.** No officer or employee of Bank has authority to orally modify any provision of this Agreement. Customer acknowledges that there are no oral conditions, representations, agreements or commitments affecting the Agreement and that it has not entered into this Agreement in reliance upon any representation made outside this Agreement.

Ownership of System. Customer agrees that certain features of the Service are provided by Bank to Customer under a sublicensing agreement with third-party vendors. Customer agrees that Bank may in the future contract with additional third-party vendors for development and/or delivery of features or enhancements as it deems necessary or desirable. Customer agrees that the vendors used are the sole owners and licensors for their Mobile Deposit Service features and that at no time during the term of this Agreement, or after termination, will Customer have any claim or interest in the Service.

**Severability.** If any of the provisions of this Agreement are deemed invalid under any applicable law, all remaining provisions shall remain in full force and effect.

**Notice.** Notices from Bank to Customer may be made by any method selected by Bank, including United States Postal Service, Secure Message Center, or email. Notices from Customer to Bank shall be made through United States Postal Service or via Secure Message within the Mobile Banking Application. All mailed notices will be sent to the address: First Citizens Community Bank, Attention: Electronic Banking Manager, 15 S. Main Street, Mansfield, PA 16933. Customer may advise Bank by telephone of any issue needing immediate attention by calling 888-741-9531.

**Headings.** Headings to sections of this Agreement are included for ease of reference and shall not be deemed to create rights, remedies, claims or defenses arising under this Agreement.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.