

## Mobile Deposit Agreement (Remote Deposit Anywhere)

1. **Service.** The Mobile Deposit Service (“Service”) is designed to allow customers (“You”) to deposit checks to their designated checking or savings account (“Account”) with Charlevoix State Bank (“We/Us/Bank”) using approved mobile devices. Checks are scanned using the camera on the mobile device and securely transmitted to the Bank for review and deposit. By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check.
2. **Acceptance of these Terms.** By electronically accepting this Agreement, you are agreeing to all of the terms and conditions outlined within it. Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change. You will be notified of any changes to this Agreement. We will provide you with advance notice if any changes to this Agreement are required by applicable law.
3. **Limitation of Service.** When using the Service, you may experience technical or other difficulties. We are not liable for nor responsible for any technical 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 prior notice to you. In the event service is unavailable, users may transport the original check(s) to the Bank for deposit until such outage is resolved.
4. **Ineligible Checks.** You agree that you will **not** use the Service to scan and deposit any checks as listed below:
  - a) Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
  - b) Checks payable jointly, unless deposited into an account in the name of all payees.
  - c) Checks with any endorsement on the back other than that specified in section 6 of this Agreement.
  - d) Checks containing obvious alteration to any of the fields on the front of the check, 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.
  - e) Checks drawn on a financial institution located outside the United States.
  - f) Checks not payable in United States currency.
  - g) Checks dated more than 6 months prior to the date of deposit or future-dated checks.
  - h) Checks that are in any way incomplete.
  - i) Checks on which the numerical (box) and written amount (legal line) are different.
  - j) Checks that have been previously returned unpaid by the financial institution on which they are drawn, including substitute and remotely created checks.
  - k) Checks that are payable to cash.
  - l) Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
  - m) Checks received in connection with participation in unlawful Internet gambling.
5. **Image Quality.** The image of a check transmitted to the Bank using the Service must be legible, as determined by the sole discretion of the Bank. The image that is transmitted must be of such quality that the following information can easily be read:
  - a) The amount of the check.
  - b) The payee.

- c) The drawer’s signature.
- d) The date of the check.
- e) The check number.
- f) Information identifying the drawer and the paying bank that is preprinted on the check in a commercially acceptable format, including the routing number, account number and check number.

6. **Endorsements.** You agree to restrictively endorse any check transmitted through the Service as follows or otherwise instructed by the Bank. Your endorsement must include your signature and the restriction phrase **‘Mobile Deposit Only CSB’**. A check payable to multiple payees must be endorsed by all 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. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

7. **Receipt of Checks.** We reserve the right to reject any check transmitted using the Service, at our discretion, without liability to you. We are not responsible for checks in which images are not received or for images that are dropped during transmission. An image of a check shall be deemed received when the funds are deposited in your account. Receipt of such confirmation does not mean that the transmission was error free or complete. Receipt of such confirmation or funds deposited does not mean that your Account will not be charged back for the amount of the deposit and any applicable fees 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.

8. **Availability of Funds.** You agree that checks transmitted using the Service are **not** subject to the funds availability requirements of Federal Reserve Board Regulation CC. For purposes of determining the availability of funds deposited via the Service, you agree that checks transmitted through the Service are classified as “not in-person deposits” as defined in Regulation CC. In general, if an image of a check you transmit through the Service is **received and accepted** before 2:00 p.m. Eastern Time (‘ET’) on a business day that we are open, the Bank considers that day to be the day of your deposit. Otherwise, consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available in 2 business days from the day of deposit. We may make funds available sooner at our sole discretion. We reserve the right to place a hold on your deposit. In the event that we do place a hold, you will be notified of the hold reason and timeframe.

Deposits confirmed by us before 2:00 p.m. ET	Credited to your account within two business days.
Deposits confirmed by us after 2:00 p.m. ET	Credited to your account within three business days.

9. **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” and to properly store the check to ensure that it is not presented again for payment. You agree that you will never represent the check to the Bank or any other financial institution. You agree to retain all checks you have deposited through the Service for at least 14 business days and, following the 14-day retention period, you agree to dispose of your check in a manner which will ensure the check will not be presented again.

10. **Returned Checks.** Any credit which the Bank deposits into your account immediately following a transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged on your account, it will be deducted in full from your account along with any fee(s) 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.

11. **Confirmation of Deposits.** It is your responsibility to verify that your deposit has been completed successfully by signing into the mobile application, viewing the status of your mobile deposit history and verifying the funds are available in your account. Deposit notifications are also sent to the email you provided us.
12. **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 us. We will review all accounts for which you are a signer in order to determine your qualification for the Service. If you are not eligible for this Service, the Service will NOT be visible in your menu of items within the mobile app. We may, in our sole discretion, revoke your qualification for the Service at any time.
13. **Errors.** You agree to notify us of any suspected errors regarding checks deposited through the Service right away, and in no event later than 60 days after the applicable Bank account statement is mailed to you. Unless you notify us 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 us for such alleged error.
14. **Errors in transmission.** By using the Service, you accept the risk that a check may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors.
15. **Mobile Deposit Security.** You are solely responsible for the security of your mobile device. 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 access to your device. You will notify us immediately by telephone at 231-547-4411 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.
16. **Ownership & License.** You agree that the Bank retains all ownership and proprietary rights in the Service, associated content, technology, website(s) and app(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 the Service. Without limiting the restriction of the foregoing, you may not use the Service (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. 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. We and our technology partners retain all rights, title and interests in and to the Service, Software and Development made available to you.
17. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible for the security of your mobile device. 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. 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.

18. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE 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 SERVICES, 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 SERVICES (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 SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOU AGREE AND ACKNOWLEDGE THAT NO EXPRESS WARRANTIES HAVE BEEN GIVEN.
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 OR THE INABILITY TO USE THE SERVICES 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
20. **User Warranties and Indemnification.** You warrant to the Bank that:
- a) You will only transmit eligible checks.
  - b) Images will meet the image quality standards.
  - c) You will not transmit duplicate checks or checks previously deposited at a financial institution.
  - d) You will not deposit or represent the original check.
  - e) All information you provide to the Bank is accurate and true.
  - f) 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.

**Governing Law.** The Agreement shall be deemed made in, and governed by the laws of the State of Michigan shall govern all issues under this Mobile Deposit Terms and Conditions without regard to any conflicts of law provisions of any jurisdiction. The parties agree that any claims will be resolved on an individual basis. You hereby waive your right to a jury trial with respect to any dispute or claim of any nature arising from the Agreement.