

# Mobile Deposit Capture Customer Agreement

## I. Introduction

This Mobile Deposit Capture Agreement ("Agreement") explains the terms and conditions governing the use of Mobile Check Deposit offered by Sundance State Bank (Bank, we, us, our). By using Mobile Deposit Capture you acknowledge that you have reviewed and agree to abide by the terms and conditions of this Agreement, the Online Banking and Bill Pay Enrollment, Mobile Deposit Capture Application, and the Account Agreements governing the checking and/or savings account or accounts that you (your) have identified as participating accounts (each an "Account"). For purposes of this Agreement, the term "business day" means every day except Saturdays, Sundays and Federal holidays.

## II. Service

The Mobile Deposit Capture Service ("Service") is designed to allow you to deposit an Eligible Check into your designated Account(s) from your mobile device by creating an image of the front and back of the Eligible Check ("check image") and delivering the check image and associated deposit information to the Bank's designated processor.

## III. Items Eligible for Deposit

You agree to only image and deposit original checks, as defined in Regulation CC and Check Clearing for the 21st Century Act (Eligible Checks), which are properly payable to the owner of the Account ("Account Holder") and contain the drawer's signature. The following types of checks are not Eligible Checks:

- A. Money Orders
- B. Traveler's Checks
- C. Savings Bonds
- D. Checks drawn on a financial institution located outside the United states, including, but not limited to, Canada
- E. Checks not payable in United States currency
- F. Checks previously converted to an image replacement document or substitute check, as defined in Regulation CC
- G. Checks that are remotely created checks, as defined in Regulation CC
- H. Checks payable to any person other than the Account Holder of the Account into which the check will be deposited
- I. Checks containing an alteration on the front of the check, which you know or suspect are fraudulent, or are otherwise not authorized by you
- J. Checks payable jointly, unless deposited into an account in the name of all payees
- K. Checks dated more than six (6) months prior to the date of deposit (stale dated checks)
- L. Checks or items prohibited by the Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms and conditions governing the account
- M. Checks payable on sight or payable through Drafts, as defined in Regulation CC
- N. Checks with any endorsement on the back other than that specified in this Agreement
- O. Checks that have previously been submitted or deposited through the Service or through a remote deposit capture service offered at any other financial institution
- Q. Post-dated checks
- P. Checks previously submitted for deposit and returned
- R. Checks that have previously been deposited with us or at any other financial institution

#### IV. Deposit Process

You may forward only one (1) check image at a time for deposit and the check image must be accompanied by all requested deposit information that matches the information on the check image. Check images must be properly payable to you, contain the drawer's signature, and be properly endorsed by you. You agree you will only deposit checks you possess as a holder in due course. You shall review checks to detect altered or counterfeit items and shall not deposit suspicious checks via the Service. You shall provide suspicious checks to the Bank for inspection. You agree to follow any and all other procedures and instructions for use of the Service that the Bank may implement. If you do not satisfy the requirements for the deposit of an eligible check, the Bank will have the right to put a hold on the non-conforming check.

#### V. Endorsements and Procedures

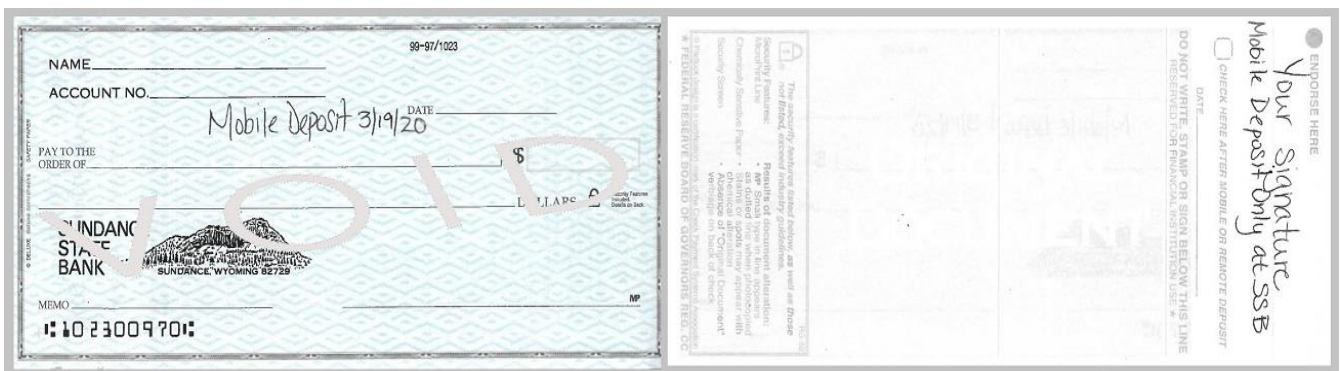
You agree to restrictively endorse any eligible check transmitted through the Service with the following:

Front of check: Write the words **"Mobile Deposit"** AND the **date of deposit**

Back of check: **Your signature**

Write the words **"Mobile Deposit Only at Sundance State Bank or SSB"**

**\*\*the CHECK HERE box is for record keeping after the deposit has processed**



These notations are to indicate that you have deposited the check via mobile deposit and will not attempt to deposit the check again either by mobile deposit or by presenting it at either our financial institution or another financial institution.

#### VI. Image Quality

Check images transmitted to us using the Service must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the Check Image must comply with the requirements established by the Bank, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. You acknowledge that check images that do not meet the standards for deposit utilizing the Service must be physically deposited at the Bank by you.

#### VII. Receipt of Items

We reserve the right, at our sole discretion, to reject any check image transmitted through the Service without any liability to you. The Bank is not responsible for check images that it does not receive or that are dropped during transmission. A check image shall be deemed received when you receive a confirmation from us that we have received the check image. Receipt of such confirmation does not mean that the transmission was error-free, complete, or will be considered a deposit and credited to your Account. We further reserve the right to chargeback your account at any time any check image we subsequently determine was not an eligible check or properly payable. You agree the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible check. Any check returned unpaid for any reason will be debited from your account.

### VIII. Availability of Funds

In general, if a check image of an eligible check you transmit through the Service is received and accepted before 4:00 p.m. Mountain Time on a business day, we consider that day to be the day of your deposit. Otherwise, we will consider the deposit was made on the next business day.

### IX. Retention and Destruction of Transmitted Items

Upon your receipt of a confirmation from us that we have received a check image, you agree to retain the check for seven (7) calendar days from the date of the check image transmission. After 7 days, you agree to destroy the check that you transmitted as a check image, mark it "VOID" or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to keep it in a secure location and promptly provide it to us upon our request.

### X. Deposit Limits

We may establish limits on the dollar amount and/or number of check images that you can deposit through the Service. If you attempt to use the Service to initiate a deposit in excess of these limits, we may reject your deposit. There is currently no daily or monthly statement cycle limit on the number of check images submitted for deposit, as long as the respective dollar limits are not exceeded. We will notify you of your limits when this agreement is accepted by us. We reserve the right to modify the limits after providing you notice of any such modification.

### XI. Errors

You agree to immediately notify the Bank of any suspected errors regarding check images deposited through the Service and in no event later than thirty (30) days after the applicable account statement is sent. Unless you notify us within 30 days, all deposits made through the service shall be deemed correct and you are prohibited from bringing a claim against the Bank for such alleged error.

### XII. Errors in Transmission

By using the Service, you accept the risk that a check image may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected check images or information disclosed through such errors.

### XIII. Fees

You are responsible for paying the fees associated with the use of the Service, should they apply. The Bank will collect the fees by debiting the account into which the deposit was made. The applicable fee may change from time to time, in which The Bank will notify you.

### XIV. Warranties and Indemnification

You warrant to the Bank that:

- A. You will only transmit eligible checks,
- B. You will only transmit checks you possess as a holder in due course.
- C. You will not transmit duplicate checks.
- D. You will not re-deposit or re-present any original eligible check.
- E. All information you provide to us is accurate and true.
- F. You will comply with terms and conditions of this Agreement, the Online Banking and Bill Pay Enrollment Mobile Deposit Capture Application, and the Account Agreements governing the Accounts and all applicable rules, laws, and regulations.
- G. You are not aware of any factors that may impair the collectability of any check image transmitted for deposit.

You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

**XV. Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including providing, upon request and without further cost, any originals or copies of checks deposited through the Service in your possession and your records relating to such checks and transmissions.

**XVI. Termination**

The Bank or you may terminate the Service at any time and for any reason. If the Service is terminated, you will continue to be liable for all eligible checks deposited using the Service. This Agreement shall remain in full force and effect unless and until it is terminated by the Bank or you.

**Account(s):** \_\_\_\_\_

**Owner/Signer Name:** \_\_\_\_\_

**Account(s) Owner/Signer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_