

# Citizens Bank

## Mobile Deposit Agreement and Disclosure

### Introduction:

By enrolling in Mobile Deposit, you agree to this Mobile Deposit Agreement and Disclosure ("Agreement"). The Mobile Deposit Agreement and Disclosure is revised periodically. This Agreement is in addition to other agreements and disclosures that apply to your account, including, but not limited to the Account Agreement, Account Information (signature card), Fee Schedule, Online Banking Enrollment, Online Access Agreement, and Mobile Banking Agreement and Disclosure. References to "Online Banking" in the Online Banking Agreement also include this Service, except where the context clearly indicates otherwise. Your use of this Service constitutes your agreement with this Agreement as well as the other agreements and disclosures noted above. Where there is an inconsistency between a provision in one or more of such agreements or schedules and this Agreement, this Agreement will be controlling.

"You" and "your" means the person(s) that use the Service and any joint or other authorized account holder or authorized party on the account and their successors and assignees. "We", "us", "our" and "Bank" mean Citizens Bank and its agents, processors, affiliates, representatives, successors, and assignees.

### Definitions:

"Check Image" means an electronic image of an original paper check that is created by you, us or another bank or depository institution in the check collection system.

"Check Image Metadata" means information about the Check Image, as well as pointers to the actual image data (also known as image tags).

"Mobile Deposit" and "Service" refer to the Remote Deposit Capture service that allows customers to deposit qualified checks electronically at Citizens Bank.

"Electronic Deposit" means a paper check (including any Check Images, Check Image Metadata, MICR Data, or dollar amount information on it) that is electronically captured and transmitted to Citizens Bank to deposit, process, and collect.

"MICR Data" refers to the information embedded in the routing, transit, account and check serial numbers printed in the Magnetic Ink Character Recognition characters at the bottom of checks.

"Remote Deposit Capture System" refers to the Citizens Bank computer systems and databases that you access to use the Mobile Deposit service.

"Substitute Check" means a paper check document that meets the definition of a "substitute check" in the Check Collection for the 21st Century Act as implemented by Regulation CC of the Federal Reserve Board.

"Banking Day" means every day except Saturdays, Sundays, and federal holidays as observed by the Federal Reserve Board.

**Mobile Deposit Requirements:**

To utilize Mobile Deposit, you must have a Mobile Device and a wireless plan from a compatible mobile wireless provider. We are not responsible for providing, maintaining or servicing your Mobile Device. You must be enrolled in our Online Banking Service and Mobile Banking Service and be approved by us. In order to use the Service, you shall (i) at all times maintain an account in good standing with us (for the purposes of this Agreement good standing is defined as adhering to this Agreement and all other terms and conditions of the account), (ii) agree to not use the Service outside the United States, and (iii) comply with any restrictions that we tell you about. As part of the Service, we reserve the right to periodically audit your remote deposit capture, security, and information technology processes, and to require you to implement reasonable and necessary controls subject to our sole discretion.

One of the following mobile devices is required in order to make deposits using the Service.

- Apple® iOS 11.1 or higher
- Android™ phone 5.0 or higher

**Processing Options:**

As part of the Service, checks may be processed as a Check Image. You capture and convert checks received into Check Images and transmit Check Images to us for processing and collection. We will collect such Check Images through the check collection system by presenting or exchanging Check Images for collection.

**Fees:**

The Service is provided at no charge to you. We reserve the right to impose fees for the Service in the future and will notify you of any such fees, in the manner and to the extent required by the Agreement and by law. Your use of the Service after the effective date of any fee changes shall constitute your agreement to such fee changes. Fees, if any, will only be assessed if the deposit is accepted and credited to your account. Your mobile carrier may charge access fees depending upon your individual plan. Check with your carrier for specific fees and charges that may apply.

If a check that was deposited with the Service is returned to the Bank for any reason, such as for non-sufficient funds, you agree that we may charge your account for any returned item fees as listed in the Fee Schedule.

**Eligible Items:**

The Bank reserves the right to reject any deposit for any reason, but specifically, the following items are not eligible for deposit with the Service:

- Checks drawn on the Bank account to which you are depositing,
- Checks that have been altered, 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 that are not dated, post-dated, or greater than 180 days old,
- Checks previously returned as unpaid,
- Third party checks (checks originally made payable to a party other than you),

- Checks that are payable jointly, unless deposited into an account in the name of all payees,
- Checks that are not payable in U.S. currency,
- Checks or items on which a stop payment has been issued or for which there are insufficient funds,
- Checks drawn on banks located outside of the United States,
- Money orders, savings bonds, credit card cash advance checks or traveler's checks,
- Checks authorized over the phone and created remotely,
- Images of checks that never existed in paper form,
- Image replacement documents,
- Counter checks or new account starter kit checks.

**Funds Availability:**

You acknowledge and agree that deposits made with the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, which applies to deposits made at a Bank branch. Generally, mobile deposits received and accepted on a business day before 7pm PT will be considered deposited on that day and funds will be available the next business day. If the mobile deposit is received and accepted after 7pm PT or on a non-business day, it will be considered deposited on the next business day and funds will typically be available the second business day.

Processing could be delayed if this is your first Mobile Deposit. In addition, the Mobile Deposit Agreement and Disclosure contains additional information about reasons why your deposit may be delayed. These include but are not limited to; the deposit exceeds the number or dollar limits, is not considered an eligible item, or lacks an appropriate endorsement.

We may change the cutoff time at our sole discretion. Such change shall be effective immediately and may be implemented before you receive notice of the change. You may contact us at any time to verify our current cutoff time. We may delay availability of funds based on factors such as the length and extent of your relationship with us, transaction and experience information, the Bank's ability to review a deposit, or other factors at the Bank's discretion. Once the Bank has accepted a deposit with the Service, we are not able to delete or remove it from the collection process and it becomes subject to our funds availability policy described above.

We will notify you if your deposit with the Service is accepted or rejected for processing. We reserve the right to reject any Image for any lawful reason without liability. If an item is rejected, such as for reasons of illegibility for example, the check may be brought into a branch for re-presentation.

We are not responsible for any check images we do not actually receive, including, without limitation, any image that is dropped or altered during or after transmission by you. No check image will be considered received by us until we transmit to you a confirmation of our receipt. A confirmation does not mean that the image will be processed or is error-free. Images may be rejected if they are illegible, unable to be viewed due to image quality, or the original item is damaged. Images must be complete, usable and in compliance with any data specifications provided in this Agreement and other specifications we might establish. If check image does not comply with those specifications or in our judgment is otherwise incomplete or unusable, we may decline to process it. In that case, the check image will not be deemed "received," and we will adjust your deposit and provide you with notification

of the adjustment.

**Limitation on Deposits:**

We reserve the right to impose limits on the number of items or amount of the item(s) deposited in a given period.

**Endorsement:**

Checks deposited with the Service must be properly endorsed by the payee(s) of the check and deposited into an account owned by the payee(s). Each check must be endorsed with the payee's signature and the words "For Mobile Deposit Only at Citizens Bank".

**Returns:**

You agree that we may charge your account for any and all returned items. You understand and agree that the original check is your property and will not be returned. The Bank may charge back an image of the check to your account.

In the event we determine, at our sole discretion, that we need the original paper check to collect a returned Check Image, you shall be responsible for providing the original paper check to us. If the original paper check has been destroyed, you shall be responsible for providing a replacement check.

**Retention and Destruction of Original Paper Checks:**

After transmitting the Electronic Deposit to us, you will retain the original paper check for a minimum of ten (10) calendar days from the transmission date. You will retain and store the original paper checks in a secure and locked container that is only accessible by persons needing access to them. You agree to safeguard all Checks against fire, theft, or unauthorized access, and you agree to notify us in writing immediately if any check is lost or stolen. During this retention period and upon our request, you agree to provide us with the original paper check(s) to process a payment or resolve a dispute arising from an Electronic Deposit. Once the retention period has expired, you will securely destroy original paper checks that you used to make Electronic Deposits. You agree that you will never re-present the original check.

**Depositor Obligations and Warranties:**

By your use of the Service, you represent and promise to us all of the following:

- You have the authority and ability to perform the obligations outlined in this Agreement and all of the information you've supplied to the Bank is accurate and true,
- You will provide reasonable assistance to the Bank and its service providers in providing the Service,
- You will use the Service for lawful purposes and in compliance with all applicable rules and regulations, and with the Bank's reasonable instructions, rules, policies, specifications, terms and conditions, and operating procedures,
- You will not violate the law of any country or the intellectual property rights of any third party,
- You will not alter any check deposited with the Service,
- You will only submit items eligible for the Service, as outlined herein,

- You will submit items with the proper endorsement, as outlined herein,
- You will submit only one accurate and clear image of the front and back of each check (no duplicate items),
- You will not submit a check through the Service and attempt to collect the original paper item,
- You will retain checks submitted through the Service per the retention requirements outlined herein,
- You will safeguard the security and confidentiality of your device and information obtained through use of the Service.
- With respect to each check and corresponding check image:
  - Each check image is a digitized version of the check, complies in all respects with these Terms, and accurately represents all of the information on the front and back of the check.
  - You are entitled to enforce the check.
  - All signatures on the check are authentic and authorized.
  - The check and check image have not been altered, and the check is not counterfeit.
  - The check and check image are not subject to a defense or claim of any party that can be asserted against you.
  - You have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of any check.
  - Any returned or rejected image is primarily enforceable against you and the drawer of the check.
  - You have possession of the original check, and there are no other duplicate images of the check

All transfer and presentment warranties imposed by the Uniform Commercial Code, other applicable law and the Deposit Account Agreement also apply to you.

**Statements and Errors:**

You should carefully review and reconcile all statements against your records concerning check images transmitted using the Service. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Account Agreement. If you fail to report any errors to us within the timeframes set forth in the Account Agreement, we may deem all transactions reflected on a statement as correct, and you will be precluded from asserting against us any errors with respect to such transactions.

You may notify us by writing to Citizens Bank, PO Box 30, Corvallis, OR 97339 or by telephoning your local Branch or toll free at 844-770-7100.

**Limited Use:**

You may use the Service for business or personal use for as long as we in our sole discretion provide Mobile Deposit to you.

**Accuracy and Timeliness of Mobile Deposit:**

We will use reasonable efforts to provide the Service in a prompt fashion, but shall not be liable for

temporarily failing to deliver this. If this happens, you shall be responsible for conducting banking business through alternative channels. We shall not be liable for any inaccurate or incomplete information with respect to transactions that have not been completely processed or posted to our deposit or payments system prior to being made available pursuant to the Service. Information with respect to all transactions is provided for your convenience, and you shall have no recourse to us as to use of such information.

**Availability of Service:**

The Service is generally available 7 days a week, 24 hour a day. At certain times the Service may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software or circumstance beyond our control. If you are not able to use the Service to make deposits you may physically mail or deliver your deposits to the Bank. Deposit of original Checks at a Branch of the Bank shall be governed by your Account Agreement and not by the terms of this Agreement. The Bank is not responsible for providing an alternate method of remote deposit if the Service is not available.

**Security:**

It is your responsibility to safeguard against unauthorized deposits. You agree to follow any additional procedures we may from time to time require in order to enhance the security and efficiency of the Service. You agree to cooperate with us and provide promptly any information we request concerning your use of the Service or any checks or images.

You are responsible for protecting your mobile device against unauthorized use and any losses and damages from unauthorized access. By using the Service, you agree that you will protect your device and use appropriate passwords and other security precautions to guard against unauthorized use. You are responsible for notifying the Bank promptly if your mobile device is lost or stolen or if you believe there has been any unauthorized activity involving the Service. You are also responsible for safeguarding the security and confidentiality of any information obtained from deposits made with the Service, including your deposited checks or check images. You assume all liability for theft, misappropriation, or misuse that occurs with respect to any check or image that relates to your failure to safeguard your checks and information.

You understand that Check images captured using your Mobile Device are available for review for five (5) calendar days after the deposit has been successfully submitted. You agree to ensure that your Mobile Device remains securely in your possession at all times.

We reserve the right to suspend immediately the Service, your right to use the Service or the processing of any check image if we have reason to believe that there is or has been (i) a breach in the security of the Service, (ii) fraud involving you, the Service or your deposit account, or (iii) any uncertainty as to the authorization or accuracy of any check image.

**Termination:**

We reserve the right to terminate this Agreement at any time. We may also, in our sole discretion, terminate the Service effective immediately if: (i) there is an occurrence of a material change in your account activity or other risk analysis criteria as determined by us in our sole and absolute discretion; (ii)

we at any time determine that you do not meet our risk or other qualification requirements; (iii) we discover any willful misconduct (including but not limited to types of fraudulent activity) on your part or any other party with respect to Check Images submitted for deposit by you; (iv) you are in default of any terms of this Agreement where such default gives us the right to terminate, immediately or otherwise, or close your account; (v) you have not used the Services for a period of time deemed to constitute an inactive service by us (in our sole discretion); or (vi) you are in default of any terms of the Agreement or any other Agreement with us. In any of these events, you agree that our sole obligation shall be to provide notice of our termination of the Services to you, and that such notification will be reasonable if it is mailed to your statement mailing address immediately upon termination.

Any termination of this Agreement shall not affect any of our rights and your obligations with respect to this Agreement prior to termination, or any other obligations that survive termination of this Agreement.

#### **How to Cancel this Service:**

If you wish to cancel the Service, you must notify the Bank and discontinue using the service at that time. You may cancel the Service provided for in this Agreement by writing to Citizens Bank, PO Box 30, Corvallis, OR 97339. If you close your Bank accounts, you must terminate your use of the Service at that time.

#### **Changes to the Service:**

We reserve the right to modify the Service from time to time without prior notice to you. We will mail or deliver a written notice to you at least twenty-one (21) days in advance of the effective date of any additional or increased fees or changes, increased liabilities for you, fewer types of available electronic fund transfers, or stricter limits on the type, amount, or frequency of transactions. In addition, if an immediate change is necessary to maintain the security of the system and it can be disclosed without jeopardizing the security of the system, we will provide you with written notice within thirty (30) days after such change. In most cases you will receive the notice online through the Service; however, the Bank reserves the right to notify you by email or by U.S. Postal Service mail, in its discretion. You may decline a change by notifying us prior to the change's effective date to discontinue the Service. If you do not accept and agree to the change, you will not be entitled to use the Service.

If you do not terminate your service and you use it on or after the effective date of the change(s), you will be deemed to have accepted and agreed to the change(s), and they and the Agreement, as amended, will become legally binding upon you.

#### **Limitations of Liability:**

In no event will Citizens Bank, its parent company, or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages). This includes, without limitation, any liability caused by or resulting from any of the following:

- The use or the inability to use the Service
- Any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information or mobile device, whether attributable to us, our third-party vendors or otherwise
- Errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through the Service
- Any refusal of a payor bank to pay an item for any reason (other than our breach of contract, negligence, or willful misconduct), including, without limitation, that the check or image was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature
- Any lack of access to the Internet or telecommunications system, or the inability to transmit or receive data
- Failures or errors on the part of Internet service providers, telecommunications providers, mobile devices, or our own internal systems
- Any other failure, action, or omission, and regardless of whether arising under breach of contract, tortious behavior, negligence or under any other theory or cause of action

Our liability for errors or omissions with respect to any data we transmit, or print will be limited to correcting the errors or omissions. Correction will be limited to reprinting and/or representing items to the payor bank.

Notwithstanding anything else in these Terms, our liability to you for claims relating to the Service, whether for breach, negligence, infringement, tort or otherwise will be limited to an amount equal to the total fees paid by you to us for the Service during the twelve (12) month period immediately preceding the first event that formed the basis of the claim. This provision will survive any termination of the Service.

**Indemnification:**

You agree to indemnify, defend, and hold Citizens Bank, its parent company, and its affiliates, officers, directors, employees, consultants, agents, other Service Providers and licensors harmless from any and all third-party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from or relating to any of the following:

- Your breach of these Terms
- Negligent or willful misconduct by you or any person party acting on your behalf
- Any failure by you to prevent loss or theft of a check
- Failure by you to prevent a check or image Item from being presented for payment more than once
- Any failure to properly void a check
- Any misuse of the Service
- Your failure to comply with all applicable federal, state, and local laws, rules and regulations
- Any claim that the unavailability of an original check has caused damage to a third party
- The return of a check or item, even if the item has been initially paid by the payor bank, for any reason other than our breach of our duties under these Terms
- Any act or omission by us that is not inconsistent with these Terms or that is consistent with your written or oral instructions



- The act, failure to act or the delay in acting by any financial institution other than us
- Actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of an image to us
- A third-party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files, or other materials submitted by you to or through the Service
- Fraud, manipulation, or other breach of this Agreement by you
- Any third-party claim, action or allegations brought against Citizens Bank arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services
- Your violation of any rights of a third party; or
- Your use of the provision of the Service or use of your account by any third party.

The Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Bank in asserting any available defenses. You will not settle any action or claims on the Bank's behalf without our prior written consent. This provision will survive any termination of the Service.

**Severability:**

In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Venue and Class Action Waiver:**

If there is a dispute or issue relating to your account or to this Agreement, you and we agree that the location of the court proceeding will occur in the State of Oregon. You further agree to bring any claims against us in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.