

1st Bank of Sea Isle City
MOBILE DEPOSIT USER AGREEMENT & DISCLOSURE

This Agreement contains the terms and conditions for the use of 1st Bank of Sea Isle City's Mobile Deposit services that 1st Bank of Sea Isle City ("1st Bank," "us," or "we") may provide to you ("you" or "User"). Other agreements you have entered into with 1st Bank of Sea Isle City, including but not limited to the Depository Agreement and Disclosures, and Internet Banking agreement governing your 1st Bank account, are incorporated by reference and made a part of the Agreement.

1. **Services.** The mobile deposit services ("Services") are designed to allow you to make deposits to your personal checking or money market accounts from your mobile device by taking a picture from your smart phone once logged into 1st Bank's Mobile Banking application. There is currently no charge for the Services.
2. **Acceptance of These Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, 1st Bank of Sea Isle City reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. We may change the fees for use of the Services at any time pursuant to this section. You authorize 1st Bank to deduct such fees from the same bank account that you use to make your mobile deposit.
3. **Limitation of Service.** When using the Services, 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. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
4. **Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check is transmitted to 1st Bank it is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Article 3 and 4 of the Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:
 - a. Checks or items payable to any person or entity other than you or another joint accountholder.
 - b. Checks with multiple payees one or more of whom are not you or a joint accountholder
 - c. Government checks.
 - d. Traveler's checks.
 - e. Money orders.
 - f. Checks or items containing obvious alteration to any of the fields on the front of the check or item, 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.
 - g. Checks or items previously converted to a substitute check, as defined in Reg. CC.
 - h. Checks or items drawn on a financial institution located outside the United States.
 - i. Checks or items not payable in United States currency.
 - j. Checks or items dated more than 6 months prior to the date of deposit.
 - k. Checks or items prohibited by 1st Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your 1st Bank account.

Commented [CMS1]: Julia and I talked about these. Eligible items are being listed equal to items that could be deposited in a branch wi

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Note that any check that you attempt to deposit using Mobile Deposit is subject to verification by 1st Bank. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you may need to deposit the item using other means, such as visiting a 1st Bank branch, or you may need to obtain a replacement item from the payor.

- 5. **Image Quality.** The image of an item transmitted to 1st Bank using the Services must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line and all other information placed on the check prior to the time of an image the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check. 1st Bank reserves the right to reject any check image that is not clear, skewed or that is suspicious in any manner.
- 6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as “For Mobile Deposit to 1st Bank of Sea Isle City Acct# XXXX” where “XXXX” is the last 4 digits of your account number, and affix your signature or other endorsement as instructed by 1st Bank, as illustrated below. Failure to endorse your item in the prescribed manner will result in rejection of your deposit. You agree to follow any and all other procedures and instructions for use of the Services as 1st Bank may establish from time to time.

<i>Your Signature</i>
For Mobile Deposit Only to
1st Bank of Sea Isle City Acct # 1234
DO NOT WRITE STAMP OR SIGN BELOW THIS LINE

- 7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from 1st Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account, at any time, any item that we subsequently determine was not an eligible item. You agree that 1st Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
- 8. **Items Returned Unpaid.** A notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that is transmitted by you for remote deposit



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that is credited to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from the account. Check images that are returned for image quality adjustments will have to be submitted in paper to 1st Bank upon receipt of notice of such, to be physically reprocessed; they may not be re-scanned.

9. **Availability of Funds.** You agree that items transmitted using the Services are subject to 1st Bank's Funds Availability Policy.
10. **Electronic Notice.** We are required by law to provide specific information to you "in writing," which means you have a right to receive that information on paper. Your continued use of the Services will constitute agreement to receive notices regarding your use of the Services electronically, instead. Such notices may include, but are not limited to, suspension of service, notice of rejected deposits, funds availability exceptions or communications regarding the status of your deposit or items deposited. **We reserve the right, at our option and in our sole discretion, to provide you with any communications on paper if we choose.** We also may require you to provide certain communications to us on paper. When we allow you to deliver a specific communication to us electronically, we will provide you with instructions on how to do so. You may request a paper copy of any electronic communications we send to you at any time by calling us at 609-263-4102 option 1 or sending us an email through our secure email service, which can be accessed via your Internet Banking account.
11. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from 1st Bank that we have received the image of any item, you agree to prominently mark the item as "Electronically Presented" with the date of deposit. You should store the check in a secure location for 45 days. After 45 days, and after you have confirmed the deposited funds have been applied to your account correctly, you must destroy the check to properly dispose of the item to ensure that it is not re-presented for payment, and, you agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to 1st Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for 1st Bank's audit purposes.
12. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. Your deposit limit and the daily limit will be determined at the time of application and will be communicated to you upon approval of your enrollment.
13. **Contingency Plan.** In the event you are unable to capture, balance, process, produce or transmit a file to 1st Bank, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest 1st Bank branch. The deposit of original checks at a 1st Bank branch shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.
14. **Changes/Removal of Service.** We may, in our sole discretion, modify, add or remove portions of the service or end the service at any time without notice. We may turn off the service to you if we suspect fraud, if you misuse the Mobile Deposit, have excessive overdrafts or returned items or for other reasons in our sole discretion.



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15. **Business Day and Availability Disclosure.** You understand the Services are available Monday through Friday between 8:30 a.m. to 4:00 p.m. Eastern Time, except during holidays, any other day we are not open for business, or such other hours as established by us from time to time. Transmissions processed after these business hours on a business day, or on any other day that is not a business day, are treated as occurring on the next business day.
16. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software. 1st Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. You agree to install and maintain virus and anti-malware protection on any device used to access any 1st Bank service.
17. **In Case of Errors.** In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach as set forth below:

Telephone: 609-263-4102 Option 1
Email: customerservice@1stbankseaisle.com
Or Write: 1st Bank of Sea Isle City
eBanking Department
4301 Landis Avenue
Sea Isle City, NJ 08243

You agree to notify 1st Bank of any suspected errors regarding items deposited through the Services immediately, and not later than 60 days after the applicable 1st Bank account statement is sent. Unless you notify 1st Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against 1st Bank for such alleged error.

18. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in 1st Bank's sole discretion subject to the Depository Agreement and Disclosures governing your account.
19. **Ownership and License.** You agree that 1st Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services 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 Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner; (ii) for any purpose which would be contrary to 1st Bank's business interest; or (iii) to 1st Bank's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer to reverse compile any of the technology used to provide the Services.



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20. **Change in Terms.** We may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the Services after receipt of notification of any change by us constitutes your acceptance of the change.
21. **Termination of Services.** You may, by written request, terminate the Services provided for in this Disclosure and Agreement in a manner defined in section 17 above. At our sole discretion we may revoke your privilege of using the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your account.
22. **Relationship to Other Disclosures.** The information in this Agreement & Disclosure applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account.
23. **Governing Law.** You understand and agree that this Agreement and Disclosure and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any conflict-of-laws doctrines of such state of other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of New Jersey.

DISCLAIMER OF WARRANTIES

YOU AGREE your use of the services 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 services, whether express or implied, including , but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. 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.

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 Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if 1st Bank of Sea Isle City has been informed of the possibility thereof.

USER WARRANTIES AND INDEMNIFICATION

You warrant to 1st Bank of Sea Isle City that:

- a. You will only transmit eligible items as defined in section 4 of this agreement;
- b. Images will meet the image quality standards;
- c. You will not transmit duplicate items;



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- d. You will not deposit twice or re-present the original item at a branch or in any other deposit manner;
- e. All information you provide to 1st Bank is accurate and true; and
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You will agree to indemnify and hold harmless 1st Bank of Sea Isle City from any loss for breach of this warranty provision.



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