

## **Cumberland Valley National Bank & Trust Company Mobile Deposit User Agreement**

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Cumberland Valley National Bank & Trust Company's (hereafter referred as "CVNB", "bank", "us", "our", or "we") Mobile Deposit services that CVNB may provide to you (referred as "You", "Your" "Customer" or "User"). Other agreements you have entered into with CVNB, as applicable to your CVNB account(s), are incorporated by reference and made a part of this Agreement, including the Online Banking Agreement.

**Services.** CVNB's Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to CVNB or our designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the procedures; must read and capture the magnetic ink character recognition (MICR) line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

**Acceptance of These Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, CVNB 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.

**Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. 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.

**Hardware and Software.** You must use a mobile device and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your

mobile device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Mobile Deposit System Requirements.** To use CVNB's Mobile Deposit with your smartphone or tablet, you must be enrolled for Mobile Banking and have downloaded our iPhone App or Android App version 4.32 or greater.

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

- Apple® iOS 12, Apple® iOS X 11, or Apple® iOS XS 12
- Android™ (Marshmallow, Nougat, Pie and Oreo versions)

**Account Eligibility Requirements.** Your account must meet the following eligibility requirements for use of the Mobile Deposit Services:

- Checking or Savings account must have been open for at least 90 days
- Regular deposits must have been made to your account within the past 90 days
- No account overdrafts within the past 90 days
- No chargebacks within the past 90 days
- Must be enrolled in CVNB's Online Banking
- Must be enrolled in CVNB's Mobile Banking

**Fees and Charges.** There is no fee to use CVNB's Mobile Deposit Services. The Bank reserves the right to charge fees for the services in the future. Notification of fee changes will be sent by electronic or U.S. Mail to the Mobile Deposit customer at least 30 days prior to charging a fee.

**Check Requirements (Including Image Quality).** The image of an item transmitted to the 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: 1) the amount of the Check (both written and numeric); 2) the payee; 3) the signature of the drawer (maker); 4) the date; 5) the check number; 6) the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and 7) all other information placed on the check prior to the time of an image of 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).

**Eligible Items.** You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to CVNB is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks made payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration 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 is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at CVNB or any other financial institution.

**Endorsements and Procedures.** You agree to endorse the check as instructed on the Pay to the Order of line located on the front of the check and include "For deposit only".

The endorsement should read as follows:

- Customer's signature (Payee indicated on the front of the check)
- For Deposit Only

You agree to follow any and all other procedures and instructions for use of the Services as CVNB may establish from time to time. Endorsements should be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you **and** any joint owner(s) of your account, the check must be endorsed by all such payees and you may only use the Mobile Deposit Service to deposit such check into a Bank account jointly owned by all such 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** any non-joint owner, you may not deposit the check into your Bank account using the Mobile Deposit Service.

**Receipt of Items.** 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 CVNB that we have received the 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 charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that CVNB is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. After the customer has successfully transmitted

a check through Mobile Deposit, the customer should prominently mark the check as “MOBILE DEPOSITED”.

**Rejection of Deposits.** You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for Mobile Deposit, you must physically deposit the original check.

**Returned Checks.** You are solely responsible for verifying that checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because checks were returned unpaid by the payer financial institution. You agree to accept such notices at your e-mail access on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree that since the original check is your property, it will not be returned and the Bank may chargeback an image of the Check, an ACH debit, or other electronic paper debit, as applicable, to your account. You further agree that any image that we chargeback may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original check through the Service or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

**Availability of Funds.** Checks deposited via the Mobile Deposit Service by 7:00 p.m. EST will be considered deposited on that business day and subject to the Funds Availability Disclosure provided during account opening. We will notify you if we delay your ability to withdraw funds, and we will tell you when the funds will be available. The funds will generally be made available by the seventh business day after the day of deposit.

**Disposal of Transmitted Items.** Upon receipt of a confirmation from CVNB that we have received an image that you have transmitted, you must securely store the original check for 14 calendar days after transmission to us and make the original check accessible to us at our request. Upon request from time to time, you will deliver to us within two business days, at your expense, the requested original check in your possession. If not provide in a timely manner, such amount will be reversed from your account.

Promptly after the 14-day retention period expires, you must destroy the original check by first marking it "VOID", and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Presenting Checks More Than Once.** Once you have used the Service to deposit a check you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check for deposit through the Service or by any other means. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit from your account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion.

**Deposit Limits.** We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Our current default deposit limits are listed below:

Consumer Mobile Deposit Limits

Daily Check Limit: 10

Daily Dollar Amount: \$2,500

Monthly Check Limit: 25

Monthly Dollar Amount: \$10,000

Commercial Mobile Deposit Limits

Daily Check Limit: 20

Daily Dollar Amount: \$10,000

Monthly Check Limit: 60

Monthly Dollar Amount: \$25,000

**Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in CVNB's sole discretion subject to the agreements governing your account.

**Errors.** The Bank will provide you with periodic statements that will identify the deposits you make through the Service. In addition, you may access the Bank's Online Banking service for information about your deposits, return items, deposit adjustments, checks and other transactions on your account. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a check by the Bank through the Service does not constitute an acknowledgement by the Bank that the check is error free or that we will be liable for the check. You

agree to notify CVNB of any suspected errors regarding items deposited through the Services immediately, and in no event later than 60 days after the applicable CVNB account statement is sent. Unless you notify CVNB 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 CVNB for such alleged error.

**Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. CVNB bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Availability of Service/Contingency.** In the event you are unable to capture, balance, process, produce or transmit a file to the 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 Bank location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

**User Warranties and Indemnification.** You warrant to CVNB that:

- You will only transmit eligible items
- You will not transmit duplicate items
- You will not re-deposit or re-present the original item
- All information you provide to CVNB is accurate and true
- You will comply with this Agreement and all applicable rules, laws and regulations
- You are not aware of any factor which may impair the collectability of the item
- You agree to indemnify and hold harmless CVNB from any loss for breach of this warranty provision

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

**Termination.** We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any item of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us.

**Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership and License.** You agree that CVNB retains all ownership and proprietary rights in the Services, associated content, technology and website(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 Services. Without limiting the restriction of the foregoing, you may not use the Services (1) in any anti-competitive manner, (2) for any purpose, which would be contrary to CVNB's business interest, or (3) to CVNB's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. 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 Services.

**DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THESE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "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.

**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 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 CVNB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

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