



## Terms and Conditions for Mobile Banking

Thank you for using the Mobile Money Services ("Services") and any related Software ("Software") provided by Bank of Clarke County ("Financial Institution") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

### Terms and Conditions:

a. Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

b. Questions: You can contact us at [csc@bankofclarke.com](mailto:csc@bankofclarke.com) or (540)955-2510, or send a text message with the word "HELP" to this number: 31727.

c. To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 31727. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

d. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider

Privacy and User Information. You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by

law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use.** You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

**Use of Google Maps.** You agree to abide by (1) the Google terms and conditions of use found at [https://na01.safelinks.protection.outlook.com/?url=http%3a%2f%2fmaps.google.com%2fhelp%2fterms\\_maps.html&data=01%7c01%7clhash%40bankofclarke.com%7c30ebce1a2fe2475c8d5808d349ecc446%7ca4680db39b1f48b383944544f5f03b20%7c0&sdata=H767Q7sADPh9ukscG4R%2f56ozfD8Ptn82yzJhM1M4aEU%3d](https://na01.safelinks.protection.outlook.com/?url=http%3a%2f%2fmaps.google.com%2fhelp%2fterms_maps.html&data=01%7c01%7clhash%40bankofclarke.com%7c30ebce1a2fe2475c8d5808d349ecc446%7ca4680db39b1f48b383944544f5f03b20%7c0&sdata=H767Q7sADPh9ukscG4R%2f56ozfD8Ptn82yzJhM1M4aEU%3d) and (2) the Google Legal Notices found at [http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html), or other URLs as may be updated by Google.

### **Mobile Deposit Service Agreement**

These Terms and Conditions are effective August 11, 2014.

In order to access Bank of Clarke County's Mobile Deposit Service ("Mobile Deposit") you must be enrolled in Bank of Clarke County's Online Banking and meet the minimum qualifying criteria. Your usage of the Mobile Deposit Service constitutes your agreement with

the Terms and Conditions. If we make changes to the Terms and Conditions, we will update them on our website and notify you of changes as specified in the Terms and Conditions related to our Mobile Deposit Service.

#### Definitions:

- “You,” “Your”: You as the person or business entity subject to these Terms and Conditions, which includes any user you authorize to use the Mobile Deposit Service on your behalf.
- “Bank,” “We,” “Us,” “Our”: Bank of Clarke County.
- “Business Day”: Monday through Friday, excluding Federal Holidays and other days on which we are closed.
- “Deposit”: Each individual check deposited using the Mobile Deposit Service.
- “Qualifying Account”: Any account which meets the qualifications of this service, as determined by the Bank.
- A “Paper Item” is an Item that is in paper form. For purposes of this Agreement, an “Item” includes a check, a substitute check, purported substitute check, draft, demand draft, preauthorized draft, image replacement document, money order, cashier’s check or traveler’s check.

#### Use of Service:

In addition to being enrolled in our Online Banking, you must download our Mobile Banking app to a supported device, such as a smartphone or tablet, maintain the Account in good standing, and comply with such restrictions on the Service as we may communicate to you from time to time. To make a Deposit using Mobile Deposit Capture, you must log into your Bank of Clarke County Mobile App on your handset device. Choose “Deposits”, select Deposit Check. You will then choose the Qualifying Account to receive the Deposit, enter the amount of the Deposit, then take a picture with your device of both the front and back of the check which you are depositing, and, submit the Deposit. Upon submission, the Deposit will undergo an image quality check. Should the Deposit fail this quality check, you will be prompted to retake the picture of the front and/or back of the check.

After submitting each Deposit you will receive an in-app confirmation that the Deposit has been submitted for processing. This notification acknowledges the receipt of deposit and does not mean the Deposit has been approved. An additional communication will only be sent if one of the following situations applies to the Deposit:

- Processed with Adjustment – The amount of the check does not match the amount you entered.
- Processed with Hold Adjustment – All deposits are subject to review and holds may be placed on the check. You will receive a notification of any hold placed on a deposit.
- Rejected – The Deposit has been rejected by the Bank.

**If your Deposit repeatedly fails the quality check, or is rejected for any reason, you will be required to bring the check (s) into the branch or mail the check (s) to the branch for processing**

If the Deposit has been reviewed and approved, it will be posted to your Qualifying Account with a Mobile Deposit description. Once the Deposit has been approved and it has been determined that no holds will be placed on these funds, the deposit will be posted to your Qualifying Account the same business day if received prior to the Cut-Off Time. The funds will be available in accordance with the “Funds Availability” section below.

**Funds Availability:** Our general policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first business day. Then, the funds will generally be available by the second business day after the day of the deposit.

**Cut-Off Time:**

Funds deposited using the Mobile Deposit Service before the Business Day Cutoff will be available to you on the same date of deposit, subject to the Bank's funds availability policy. Funds deposited through the Mobile Deposit Service may not be immediately available for use. Generally, checks imaged through Mobile Deposit before 4 p.m. Eastern Standard Time on a business day will be received by the Bank of Clarke County on that day. When the Deposit(s) are available for viewing, the reflected order of debit and credit transactions (including but not limited to checks and debit card transactions) may vary from the order in which the Bank will finally process them. The Bank reserves the right to determine the processing order of all transactions.

Your Electronic Item(s) is deemed to have been received by the Bank when the Service generates a confirmation message

**Conditions for Use:**

When using the Mobile Deposit Service, you will endorse all checks with "For Mobile Deposit Only" and your signature. You agree to maintain all paper items contained in a Deposit, which has been approved by the Bank for fourteen (14) calendar days after submission. After the 14-calendar day retention period for each paper item you will destroy the paper item in a manner, such as shredding, that makes it unable to be compromised.

You will not Deposit the following items to your Qualifying Account using Mobile Deposit Capture:

- Checks made payable to any person or entity other than you (i.e., third party checks);
- Checks made payable to CASH;
- Checks which have previously been deposited and returned;
- Checks drawn on institutions located outside the United States;
- Checks payable in a denomination other than US dollars;
- Substitute Checks (as defined in the Check 21 Act);
- Remotely created checks;
- Money orders or travelers' checks;
- Checks you know, have reason to suspect or should have reason to suspect, are fraudulent or otherwise not properly authorized;
- Checks dated more than 180 days prior to deposit (stale check) or with any legend included on the front of the check;
- Checks with a date after the date of deposit or no date;
- Checks in an amount in excess of the deposit limitations set forth herein (see "Deposit Limits");
- Checks when you not are physically located in the United States;
- Checks drawn on the same account in which you are depositing;
- Any item that is stamped with a "non-negotiable" watermark.

## **Mobile Deposit Capture Unavailability**

Mobile Deposit Capture may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. If for any reason the Mobile Deposit Service is not able to process your Deposit, you may take your check(s) to the nearest Bank of Clarke County branch for deposit to your Qualifying account or by mailing the original check(s) to PO Box 391 Berryville, VA 22611.

### **Fees:**

Mobile Deposit is provided at no charge to you. We may, upon at least thirty (30) days prior notice to you, to the extent required by applicable law, charge a fee for use of this service. If you continue to use Mobile Deposit after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, any such service fee will be debited from the same deposit account where the check is being deposited.

Any applicable fees for Mobile Deposit may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If your deposit account does not have sufficient funds to cover fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

### **Your Warranties to Bank of Clarke County:**

You represent and warrant to Bank of Clarke County that:

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT BANK OF CLARKE COUNTY PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY BANK OF CLARKE COUNTY IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

1. You will use the Service only for Paper Items that are payable to, and endorsed by, you.
2. You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original Paper Items for fourteen (14) calendar days, from the transmission date ("Retention Period"). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and irretrievably destroy original Paper Items from which you have previously created and submitted to us as an Electronic Item.
3. You will not submit any duplicate Electronic Items to us.

4. You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us as an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item.
5. You will transmit to us only Electronic Items that are suitable for processing, including, but not limited to, Electronic Items that are legible and contain machine-readable MICR data.
6. You will review and verify for accuracy the information contained in the Electronic Item(s) before you transmit it to us.
7. You will only transmit Electronic Item(s) that are drawn on or payable at or through banks located within the United States.
8. You will not store or make a back-up copy of the Electronic Item(s).

**Your Agreement to Indemnify Bank of Clarke County:**

You will indemnify, defend, and save harmless Bank of Clarke County, its parent company and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Paragraph, "Indemnitees") from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):

1. Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement, including, but not limited to, (i) duplicate scanning of the same original Paper Item, (ii) transmission of duplicate Electronic Items, (iii) calculation errors of deposit totals, (iv) numerical errors on deposit data entry, and (v) fraudulent or unauthorized use of your hardware or Security Credentials.
2. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Agreement
3. The violation of any applicable law, statute, or regulation in the performance of your obligations under this Agreement
4. Bank of Clarke County acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Item or an illegible Electronic Item;
5. Our presenting to Paying Bank an Electronic Item for payment; and
6. Your failure to (i) securely maintain your hardware or the original Paper Items, or (ii) properly and timely dispose of original Paper Items in accordance with Paragraph Your Warranties.2, in which event such Losses and Liabilities shall include without limitation consequential damages.

This Paragraph shall survive the termination of the Service.

**Termination:**

Bank of Clarke County reserves the right to terminate, or otherwise restrict, your usage of Mobile Deposit for any reason. In addition to complying with the Conditions of Use and Warranties above, users of this service are expected to maintain their account in good standing, which we define as having a positive balance, regular deposits, and few, if any, overdrafts.

**Deposit Limits:**

We reserve the right to impose limits on the deposits you submit using this service and to modify such limits from time to time. This service is currently subject to the following limits:

Item Limit: (the maximum single item amount you may deposit): \$2,500.00

Daily Limit: (the maximum cumulative amount you may deposit in a single day): \$3,500.00

We will reject any deposit that exceeds one or both of these limits. You may request a higher Item and/or Daily limit, which we may grant at our sole discretion. We reserve the right to reduce your deposit limits for any reason.

**Returns:**

If a paper item in a Deposit is dishonored or otherwise returned for any reason, you authorize the Bank to debit the amount of such paper item from the credited Qualifying Account. If there are insufficient funds in the credited Qualifying Account, you authorize the Bank to collect the funds from any of your accounts. If funds are not available in any account, you agree to reimburse the Bank for the amount of any dishonored or returned paper item. You also agree to pay the Bank any applicable fees in accordance with the Fee Schedule in effect at the time of the collection.

Because you have retained and, after fourteen (14) calendar days, destroyed the original paper item, you acknowledge that it is impossible for the Bank to return such original to you. You agree that the paper item returned will be in the form of an electronic or paper reproduction of the original paper as defined in the Check 21 Act.