

## Remote Deposit Anywhere Services Disclosure and Agreement

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This Agreement contains the terms and conditions for the use of Citizens Bank & Trust Remote Deposit Anywhere. In this Disclosure and Agreement, the words “you,” “your” or “user,” mean the (consumer or business) that applied for and/or uses any of the Remote Deposit Anywhere Services (the “Services”) described in this Disclosure and Agreement. The words “Citizens Bank,” “us,” and “we” mean (Citizens Bank & Trust Company).

**Services.** The mobile remote deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits to your checking account, savings account or money market checking accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the check image and associated deposit information to the Bank or the Bank's designated processor. The device must (a) capture an image of the front and back of each check to be deposited in accordance with the Procedures; (b) read and capture the magnetic ink character recognition ("MICR") line on each check; and (c) read and capture all such other data and information as is required by this Agreement or Federal Reserve Regulations for the processing of these check images for payment. The Bank currently offers the benefits and convenience of the Services to you free. The Bank reserves the right to charge fees for the Services in the future in our sole discretion. The Bank will notify you in writing by email or mail at least 30 days before implementing a fee for this service. If you continue to use the Services after the fee becomes effective, then you agree to pay the disclosed fee for the Services. You must designate an account(s) from which the Bank will debit the fee for the Services. To use Mobile Deposit, you must be a Bank account holder.

### **Acceptance of these Terms.**

Your use of the Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. This agreement is subject to change. Citizens Bank will notify you of any material change via e-mail or on our website by providing a link to the revised agreement. Your continued use of the services will indicate your acceptance of the revised Agreement.

### **Use of the Services.**

This remote deposit anywhere service is designed to allow you to remotely deposit paper checks to your checking, savings or Money Market accounts with Citizens Bank (the “Account”) by electronically transmitting a digital image of the paper checks for deposit.

### **Hardware and Software**

You agree to comply with the hardware and software requirements set forth in the “System \Requirements” to include hardware and software requirements that will be used to store information. When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or 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. In addition you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

### **Mobile Deposit Security**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at (270)465-8193 and with written notice at Citizens Bank & Trust Company, 201 E Main Street, Campbellsville, KY 42718 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from

the time of receipt until the time of destruction. You are responsible for: 1) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service (collectively, "access information"); and 2) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Services. You agree not to supply your Access information to anyone.

#### **Compliance with Law**

You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of your business if applicable. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. You promise to indemnify and hold Citizens Bank harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

#### **Qualifications**

Remote Deposit is available to Citizens Bank consumer accounts that meet the following criteria:

- Must be over 18 years of age
- Account should be open for a minimum of 90 days
- Account must be in good standing.

#### **Criteria for good standing:**

- Loans cannot be in delinquency status
- Cannot have any charged off loans
- Cannot have derogatory action placed on account:
- No excessive NSF history.
- Have never caused the Bank to have suffered any loss

#### **Daily Limits**

- Maximum daily deposits items: 5 per day
- Maximum daily amount: \$1,500.00
- Maximum monthly: \$45,000.00

#### **Eligible Items**

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Citizens Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Kentucky.

You agree that you will use the services to deposit any checks or other items as described below:

- Each image of a check transmitted is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- Other than the digital image of an original check that you remotely deposit through our Services, there are no other duplicate images of the original check.

- You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- You have not knowingly failed to communicate any material information to us.
- You have possession of each original check deposited using the Services and no party will submit the original check for payment.
- Files and images transmitted to Citizens Bank will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

#### **Cut off Times for Deposits**

Deposits made via Remote Deposit Anywhere must be made before 4 PM Eastern Time on a business day in order to be considered deposited same day. Deposits made after 4 PM Eastern Time on a business day will be considered deposited the next business day. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our branches or at [www.cbtky.com](http://www.cbtky.com).

#### **Unacceptable Deposits**

You agree that you will not use the Services to electronically deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you, unless joint account holders.
- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- 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.
- Checks that is stamped with a “non-negotiable” watermark.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Savings Bonds
- Checks that have been previously deposited.
- Checks that are post-dated, display a future date.
- Checks payable on sight or payable through Drafts.

PLEASE NOTE: Any check that you attempt to deposit using Remote Deposit Anywhere is subject to verification by us. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting one of our branches.

#### **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 Board of Governors of the Federal Reserve Board, or any other entity that the Bank identifies. 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 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). You agree that you will not change, alter or manipulate any image after capturing the image and prior to the Bank receiving the image.

You agree that the Bank shall not be liable for any damages resulting from a check or item's inadequate image quality, including from rejection, delaying crediting, improper, or any other inaccurate action as a result of the image quality.

#### **Endorsements and Procedures**

You agree to restrictively endorse any item transmitted through the Services as:

"For Deposit Only, Citizens Bank account # \_\_\_\_\_" or as otherwise instructed. Endorsements must be made on the back of the check within 1 ½ 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 marking by you will be your responsibility.

#### **Receipt of Items**

You understand and agree that receipt of an image does not occur until you are notified of receipt of the image via onscreen messaging and/or email notification. We are not responsible for any image that we do not receive. We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

#### **Your Responsibility**

You are responsible for the quality, completeness, accuracy, validity and integrity of the check. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible checks to us or if Remote Deposit Anywhere is used, by authorized or unauthorized, inaccurate, incorrect or otherwise improper or unusable checks to us. In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Services, copy or reproduce all or any part of the technology or Services; or interfere, or attempt to interfere, with the technology or Services. We and our technology partners, inclusive of, but not limited to, Jack Henry, retain all rights, title and interests in and to the Services, software and development made available to you.

#### **Availability of Funds**

You agree that items transmitted using the Services are subject to the funds availability requirements of the Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after Citizens Bank receives payment for the funds deposited. Citizens Bank, in its sole discretion, may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with Citizens Bank, transaction and experience information, and such other facts as Citizens Bank deems relevant. Citizens Bank, in its sole discretion, may modify funds availability, as it deems relevant.

#### **Rejection of Deposit**

After we receive check images and all other deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such checks. The provisional credit is subject to final payment of the checks and is also subject to your Bank Account Agreement. You agree that all deposits received by us are subject to verification and final inspection any 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 remote deposit, you must physically deposit the original check.

**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.

**Items Returned Unpaid.**

A notice will be returned to you in the event items are returned unpaid. With respect to any item that you transmit for remote deposit that is credited to your Account, in the event such item is dishonored, you authorize Citizens Bank to debit the amount of such item from the Account.

**Controls and Audit.**

You understand and agree to adhere to the Accountholder's Warranties as described in this agreement.

**Disposal of transmitted item**

Upon receipt of a confirmation from Citizens Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. You agree to retain the check for at least 30 days after the statement cycle the image transmission took place. Thirty (30) days following that statement cycle, you agree to destroy the check that you transmitted as an image. During the time the check is available, you agree to promptly provide it upon request. You understand that you are responsible if anyone is asked to make a payment based on an original check

**Periodic Statement**

Any remote deposits made through the Services will be reflected on your monthly account statement. You are required to notify Citizens Bank of any error relating to images transmitted using the Services by no later than 60 days after you receive the monthly periodic statement that includes any transaction alleged as erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

**In Case of Errors**

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

**Limitation of Liability**

You understand and agree that we will not be responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

**Charges for Use of the Services**

While there are currently no fees related to the use of the Services, Citizens Bank, in its sole discretion, retains the right to administer a fee schedule in the future.

**Warranties**

You understand that Citizens Bank does not make any warranties on equipment, hardware, software or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, any warranties of

merchantability or fitness for a particular purpose and non-infringement. Citizens Bank is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, including that of third parties or Citizens Bank's use of any of them or arising in any way from the installation, use, or maintenance of YOUR personal computer hardware, software, or other equipment.

#### **Change in Terms**

Citizens Bank reserves the right to change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your continued use of the Services after receipt of notification of any change constitutes your acceptance of the change.

#### **Termination of the Services**

You may, by emailed request, terminate at any time the Services provided for in this Disclosure and Agreement. In the event of termination of the Services, you will remain liable for all transactions performed on your Account. Citizens Bank retains the right, at its sole discretion, to terminate Services based on misuse as outlined within this Disclosure and Agreement.

#### **Relationship to Other Disclosures**

The information in these Disclosures 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.

#### **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 substitute check of that original check again 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, defend 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 bank account the aggregate amount of any checks that are deposited more than once.

#### **Governing Law**

You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the Commonwealth of Kentucky. Venue for all legal action will be in court of competent jurisdiction in Campbellsville, Taylor County, Kentucky.

#### **Waiver**

The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

#### **Relationship.**

This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

**Accountholder's Indemnification Obligation.**

You understand and agree to indemnify Citizens Bank and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from use of the Services and/or breach of this Disclosure and Agreement. You agree to ensure your mobile device remains securely within your possession until the deposit has been completed or deleted. Citizens Bank is not responsible for any deposit information left on your mobile device and/or not transmitted or deleted from your mobile device. You understand and agree that this paragraph shall survive the termination of this Agreement.

**User warranties and indemnification.**

You warrant to Citizens Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items

**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 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 ACTUAL 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CITIZENS BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.