



## Mobile Deposit Terms & Conditions

The following Terms and Conditions apply to Mobile Deposit at The First National Bank of Eagle Lake. Mobile Deposit is designed to allow you to make deposits of checks (“original checks”) to your accounts remotely by scanning or capturing a picture of the original checks and delivering the digital images and associated deposit information (“images”) to us or our processor with your Mobile Device. After you login to the Mobile App you may apply for Mobile Deposit.

### Access Mobile Deposit

Download one of our free Android, iPhone, Ipad, or IPod Mobile Apps through The Apple Store, Google Play or go to our website and click on Account Access>Mobile Banking to get more information about our Mobile Apps.

### Charges for Using Mobile Deposit

Free. No charges for Mobile Deposit.

### Limits

Limits may be established on the dollar amount and/or number of items or deposits. Default deposit limits for Consumers are \$3,500 per item, \$5,000 per day and Business \$10,000 per item, \$20,000 per day. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit or the service may be denied. Exceptions to these limits will be reviewed and approved by the financial institution.

### Eligible Items

You agree to scan and deposit only checks. You may only deposit checks that are made out directly to the account holder or joint account holder names. If an ineligible item is submitted through Mobile Deposit and is discovered we may immediately and permanently deny the service. We may also deny the service on all existing and future accounts. You agree you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than the account holder or joint account holders listed on signature card. Third party checks may not be deposited through mobile remote deposit capture (i.e., payable to another party and then endorsed to you).
- Checks that contain evidence of alteration, or that 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.
- Stale dated checks (more than 6 months old): money orders, cashier's checks, US savings bonds, Travelers Cheques, convenience checks or other items we deem unacceptable for mobile deposit.

### Requirements

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signatures(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the Board of Governors Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on back of check in a specific area. Your entire endorsement (whether a signature or stamp) along with “for mobile deposit” must fall within 1 ½” of the “trailing edge” of a check,

although we may accept endorsements outside this space. As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to try and keep all endorsement information within 1 ½” of that edge. Checks that are made payable to a business, the endorsement must include the business name and signature of the authorized signer on the account and “for mobile deposit”. If the business has purchased a stamp with the business name, then the stamp and the words “for mobile deposit” will suffice. If a noted POA is signing in place of member, then the POA must sign both the member's name and the Power of Attorney's name and “for mobile deposit”. If the check is properly endorsed and the check states “check here if mobile deposit” and the box is checked, then the words “for mobile deposit” are not necessary.

### Receipt of Deposit

When you successfully submit an image you can check the status of the image within the Mobile App under the Review Deposits screen. Status pending means the item is under review, accepted means the item will be processed, and rejected means the item was rejected and a reason will be provided. We shall not be deemed to have received the image for deposit until we have confirmed receipt through the Mobile App to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image.

We reserve the right, at our sole absolute discretion, to reject any image for mobile remote deposit into your account. We may email you a notification of your rejected images, providing we have a current email address for you on file. It is your responsibility to make sure your email and other contact information is current.

### Original Checks

After you receive confirmation that we have received an image, you must securely store the original check for at least 30 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided to the bank in 10 days, such amount will be reversed from your account. Promptly after such 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 an 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.

### Returned Deposits

Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. In any case, of the above mentioned, a service fee for the return deposit may be assessed to your account.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

#### **Funds Availability**

For determining the availability of your Mobile Deposit, every day is a business day, except Saturdays, Sundays and federal holidays. Deposits made through Mobile Deposit service are not considered electronic direct deposits for the purpose of funds availability. Any deposit made through The First National Bank of Eagle Lake's Mobile Deposit service that is received and confirmed before 3:00 p.m. CST on a business day will be processed that same day and will be available for immediate withdrawal after 3:00 p.m. CST. Deposits made on a Business day after 3:00 p.m. CST will be considered to be made on the next Business Day and available for withdrawal after 3:00 p.m. CST for that Business Day.

Deposits made through The First National Bank of Eagle Lake's Mobile Deposit service are subjected to the Bank's Funds Availability Policy standards and to an exception hold at the Bank's discretion.

#### **Your Warranties**

Although the First National Bank of Eagle Lake strives to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") for Mobile Banking Services, it makes no representation, endorsement or warranty that such Contents are accurate or suitable for any particular purpose. Mobile Banking Services and the contents are provided on an "as is" basis. Use of the service and its contents are at the user's sole risk. The service and its contents are provided without any representations, endorsements, or warranties, either express or implied, including, but not limited to, any warranties of title or accuracy and any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, with the sole exception of warranties (if any) which cannot be expressly excluded under applicable law. The Bank also makes no representations, endorsements, or warranties, either expressed or implied, with respect to any service operated by a third party.

#### **Limitation of Liability**

The First National Bank of Eagle Lake and/or its subsidiaries, affiliates, contractors, or their respective employees will not be held liable for any damages, including, without limitation, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in connection with any party's use of the service or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line system failure, loss of data, or a loss of use related to this service or any service operated by any third party or any contents of this service or any other service.

#### **Limitation of Liability for Mobile Banking Transactions**

**If you believe your mobile Banking login username or password has been compromised or if someone has transferred money from your account without your permission, the best way to minimize your loss is to call the Bank immediately. The unauthorized use of your Mobile Banking Services could cause loss to money in your accounts, in addition to any amount available under your overdraft protection plan.**

You will have no liability for unauthorized transactions if you notify the Bank within 60 days after the statement showing the transaction has been mailed to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods. If you provide someone your Mobile Banking username and password, you are authorizing that individual to use your service, and you are fully responsible for all transactions that individual performs while using your service. All transactions that an individual performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the individual is no longer authorized, then only the transactions that individual performs after the time you notify the Bank are considered unauthorized.

#### **Bank Liability for Failure to Complete Transactions**

**If the Bank does not complete a transaction to or from your account in a timely manner, or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, some exceptions may apply:**

- If you do not have sufficient funds available in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer requested.
- If Mobile Banking Services were not properly working, and you were aware of the malfunction when you initiated the transaction or transfer
- If circumstances beyond the Bank's control (i.e., fire, flood, natural disaster) prevented the transaction or transfer, despite reasonable precautions taken.
- If there are processing delays by the Payee.

#### **Mobile Deposit Unavailability**

Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable; you may deposit original checks at any of our branches.

#### **Scope of Service**

The contents included in the Mobile Banking Services are solely for the personal use of account users. You may not copy (other than a copy for personal records), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents without the prior written consent of the Bank. Mobile Banking Services are provided complimentary as an add-on feature for account holders; the Bank has the right to charge for possible mobile services in the future with 30 days advance notice. The Bank recommends consulting with your wireless provider regarding your plan's details relating to applicable email, text and data rates. In addition, please check the system requirements for participation.

#### **Personal Information**

You are aware and agree that the Bank, at its discretion, may record any and all information, instructions, or transactions relayed from your mobile device (s) to the Bank or through intermediaries and to the mobile device (s) from us and/or from intermediaries and collect and store the information in a form and manner as deemed necessary and appropriate.

You acknowledge that in connection with your use of The First National Bank of Eagle Lake Mobile Banking Services, and its affiliates and service providers, they may receive and share names, domain names, addresses, passwords, telephone and phone numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Bank's Mobile Banking Services or software (collectively "User Information").

The Bank, 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 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. You agree not to use the Bank's Mobile Banking Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose. You further agree that your use of the services and software will 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 U.S. Export Administration Regulations.

Any transmission to the Bank's Mobile Banking Services, including E-mails shall be deemed and remain the property of the Bank. Please do not use E-mail to send the Bank communications which contain confidential information, or require immediate attention. Please call **979-234-5591** or send written communications to:

**THE FIRST NATIONAL BANK OF EAGLE LAKE  
ATTENTION: MOBILE BANKING CUSTOMER SERVICE  
P.O. BOX 247  
EAGLE LAKE, TX 77434**

#### **Links to Other Services**

The Bank may establish links between Mobile Banking Services and other services operated by third parties. The Bank has no restraint over other third party services or the contents therein. The existence of any such links shall not constitute an endorsement by the Bank.

#### **Modifications**

The Bank may at any time make modifications, changes, and alterations to the Contents of this service, including these Terms and Conditions, without prior notice. You are responsible for regularly reviewing these terms and conditions. Your continued use of Mobile Banking Services following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations. Customers will be given a 30 day notice if changes in fees would occur.

#### **Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of the state of **TEXAS**, without regard to the conflict of laws thereof, and to the laws of the United States.

#### **Venue**

Any disputes arising from the use of the Bank's Mobile Banking Services shall be exclusively subject to the jurisdiction of any federal or state court for the state of **TEXAS**.