

## Mobile Deposit Terms and Conditions

Service. The Mobile Deposit service (“Service”) is designed to allow customers (“You”) to deposit checks to their designated checking or savings account (“Account”) with Ireland Bank (“Bank”) using approved mobile devices. Checks are scanned using the camera on the mobile device and securely transmitted to the Bank for review and deposit. By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check.

Limitation of Service. When using the Service, you may experience technical or other difficulties. We are not liable for or responsible for any technical difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

Ineligible Checks. You agree that you will not use the Service to scan and deposit any checks as listed below:

- a) Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- b) Checks payable jointly, unless deposited into an account in the name of all payees.
- c) Checks with any endorsement on the back other than that specified in this Agreement.
- d) Checks containing obvious alteration to any of the fields on the front of the check, 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.
- e) Checks drawn on a financial institution located outside the United States.
- f) Checks not payable in United States currency.
- g) Checks dated more than 6 months prior to the date of deposit or future-dated checks.
- h) Checks that are in any way incomplete.
- i) Checks prohibited by the Bank’s current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account Agreement.
- j) Checks on which the numerical and written amount are different.
- k) Checks that have been previously returned unpaid by the financial institution on which they are drawn, including substitute and remotely created checks.
- l) Checks that are payable to cash.
- m) Checks that have been previously submitted through the Service or through a remote deposit capture service offered at any other financial institution.

Image Quality. The image of a check transmitted to the Bank using the Service must be legible, as determined by the sole discretion of the Bank. You agree that we shall not be liable for any damages resulting from a check or item’s poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from inaccurate information you supply regarding the check. The image that is transmitted must be of such quality that the following information can easily be read:

- a) The amount of the check.
- b) The payee.
- c) The drawer’s signature.
- d) The date of the check.
- e) The check number.
- f) Information identifying the drawer and the paying bank that is preprinted on the check in a commercially acceptable format, including routing number, account number and check number.

Receipt of Checks. We reserve the right to reject any check transmitted using the Service, at our discretion, without liability to you. We are not responsible for checks we do not receive or for images that are dropped during transmission. An image of a check shall be deemed received when the funds are deposited in your account. Receipt of such confirmation does not mean that the transmission was error free or complete. Receipt of such confirmation of funds

does not mean that your Account will not be charged back for the amount of the deposit and any applicable fees under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

**Disposal of Transmitted Checks.** Upon proper clearing of funds and confirmation of your deposit from the Bank, you agree to prominently mark the check as “Electronically Presented” and to properly store the check to ensure that it is not presented again for payment. You agree that you will never represent the check to the Bank or any other financial institution. You agree to retain all checks you have deposited through the Service for at least 14 business days and, following the 14 day retention period, you agree to dispose of your check in a manner which will ensure the check will not be presented again.

**Returned Checks.** Any credit which we deposit into your account immediately following a transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account, it will be deducted in full from your account along with any fees that are incurred due to the check’s rejection as described in our Fee Schedule and Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your account.

**Confirmation of Deposits.** It is your responsibility to verify that your deposit has been completed successfully by signing into the mobile application, viewing the status of your mobile deposit history and verifying the funds are available in your account.

**Errors.** You agree to notify Bank of any suspected errors regarding checks deposited through the Service right away, and in no event later than 60 days after the applicable Bank account statement is mailed to you. Unless you notify Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Bank for such alleged error.

**Errors in Transmission.** By using the Service, you accept the risk that a check may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors.

**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 access to your device. You will notify us immediately by telephone with written confirmation 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. If warranted in our reasonable judgement, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible for the security of your mobile device. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized person, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or check image, or for the Bank’s audit purposes. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or

Service. We and our technology partners retain all rights, title and interests in and to the Service, Software and Development made available to you.

User Warranties and Indemnification. You warrant to Bank that:

- a) You will only transmit eligible checks.
- b) Images will meet the image quality standards.
- c) You will not transmit duplicate checks or checks previously deposited at a financial institution.
- d) You will not deposit or represent the original check.
- e) All information you provide to Bank is accurate and true.
- f) You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

Governing Law and Attorney Fees. The laws of the State of Idaho shall govern all issues under the Mobile Deposit Terms and Conditions Agreement, and all actions, claims and defenses involving Ireland Bank shall be brought in the Oneida County 6<sup>th</sup> Judicial District of Idaho. In the event of any dispute, the prevailing party shall be entitled to recover its reasonable attorney fees, court costs, collection expenses and litigation costs.