

Citizens Bank & Trust Company
Mobile Deposit Capture User Agreement (“Agreement”)

This Agreement contains the terms and conditions for the use of Citizens Bank & Trust Company’s Mobile Deposit capture services. Other agreements you have entered into with Citizens Bank & Trust Company governing your account, are incorporated by reference and made a part of this Agreement.

Limitations of Service

When using this Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damage that you may incur. We reserve the right to change, suspend or discontinue this Service, 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

In order to use this Service, you must obtain and maintain, at your own expense, a Remote Device, or other hardware and software necessary for any other Eligible Device Citizens Bank & Trust Company may designate in the future. If Citizens Bank & Trust Company designates any additional Eligible Devices, such Eligible Devices will be indicated on the Citizens Bank & Trust Company website. Citizens Bank & Trust Company assumes no responsibility for defects, failures or incompatibility of any Equipment used in connection with the Service, including any third-party software you may need to use the Service. Any third-party software is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation.

Deposit Limits

The following deposit limit applies to the deposits to your Eligible Citizens Bank & Trust Company Accounts through the Service: \$10,000 DAILY LIMIT

You understand that you will not make deposits through the Service in excess of this limit. The Bank may refuse to accept and process any deposits that exceed this dollar limit. In addition, the Bank reserves the right to change these limits or impose additional limits in its sole discretion from time to time.

Fees

\$0.00 per deposit received from Mobile Capture. Citizens Bank & Trust Company’s list of fees and charges are provided in the Disclosures section at www.CitizensBT.com or by request at any Branch location.

You are responsible for connectivity and the Internet service fees you incur with your use of the Service.

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 & Trust Company shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code.

Ineligible Items

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

- Checks payable to others (even if endorsed over to you).
- Demand drafts or remotely created checks (i.e., checks lacking the original signature of the person authorizing the check).
- Substitute checks (i.e., paper checks created from an electronic image).
- Checks or items containing obvious alteration to any of the fields on the front of the check or authorized by the owner of the account on which the check or item is drawn or are irregular in any way (e.g., where the numerical and written amounts are different).
- Checks that have been previously returned unpaid for any reason.
- Checks that are postdated or more than six (6) months old.
- Checks drawn on a foreign financial institution or payable in a foreign currency.
- Checks drawn on another account owned by you.

- Checks you suspect may be fraudulent or not properly authorized.
- Checks that exceed the maximum daily limit set forth above.
- Checks which are otherwise not acceptable under the terms of your Member Agreement.
- Any item that is “non-negotiable” (whether stamped in print or as a watermark.)

Deposits of this nature are grounds for the immediate termination of the Services and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account. Citizens Bank & Trust Company’s processing of any of the checks described above shall not obligate it to continue that practice and it may stop doing so without cause or prior notice. Additionally, Citizens Bank & Trust Company may refuse any check for deposit with or without cause.

Hours of Operation; Processing Cut-off Hour; Location where your deposits are considered made.

The Service can be utilized by you 24 hours a day, seven days a week, except when the Service is unavailable due to needed maintenance or system outages. The Bank is not responsible for the unavailability of the Remote Service or any damage that may result from its unavailability. Images of Eligible Checks and associated deposit information received for processing by the Bank before 4:00 pm central time on a business day will be processed on that business day. Images of Eligible Checks and associated deposit information received for processing by the Bank after 4:00 pm central time on a business day or on a Saturday, Sunday, or Bank holiday will be processed on the next business day.

Confirmation of Receipt of Check Images

You will receive an electronic confirmation of receipt of the image of your Eligible Check upon the successful transmission of that image to the Bank. Receipt of the image of your Eligible Check is not deemed to have occurred until after the Bank has provided electronic notification of such receipt. We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. 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 confirmation from Citizens Bank & Trust Company that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

Availability of Funds

Funds from deposits via the Remote Service are generally available to you on the same Business Day as your deposit is received. In some cases, the Bank may not make funds from these deposits available in accordance with this general policy. Should this occur, a notice will be sent to you by the next Business Day as to when your funds will be made available to you.

The Bank’s funds availability exception policies, as fully set forth in disclosures, also apply to deposits made via the Remote Service. Please refer to your Member Agreement for an explanation of those exception policies. In the event the Bank receives a check image for deposit where it has reason to doubt the collectability of that deposit, the Bank may delay the availability of that deposit for a reasonable period of time until the item is either paid or returned. In such cases, the Bank will notify you of this action.

Image Quality

The image of an item transmitted to Citizens Bank & Trust Company using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Check Endorsement Requirements

Prior to scanning any check through the Service, you agree to restrictively endorse the original check “For Deposit Only, Citizens Bank & Trust Company, account# _____” or as otherwise instructed by Citizens Bank & Trust Company. You agree to follow all other instructions provided to you by the Bank for capturing and transmitting check images and associated deposit information via the Service.

Storage and Destruction of Original Checks

Upon your receipt of a confirmation from Citizens Bank & Trust Company that we have received the image of an item; you agree to prominently mark the item as "Electronically Presented" or "VOID" or properly dispose of the item to ensure that it is not represented for payment. And you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Citizens Bank & Trust Company as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Citizens Bank & Trust Company's audit purposes.

Errors

You agree to notify Citizens Bank & Trust Company of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable account statement is sent. Unless you notify Citizens Bank & Trust Company within 60 days, such statements regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against them for such alleged error.

If you authorize someone else to use your Access ID and password, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorize.

Presentment

The manner in which the items are cleared, presented for payment, and collected shall be Citizens Bank & Trust Company's sole discretion subject to the depository Agreement and Disclosures governing your account.

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 or 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 resulting from the use, or the inability to use the services incurred by your 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 has been informed of the possibility thereof.

User Warranties and Indemnification

You represent and warrant the following with respect to each image of a check that you transmit through the Service:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All the information you provide is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, cost, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this agreement.

Returned Items and Right of Chargeback

If any image of a check you deposit is dishonored or otherwise returned unpaid by the institution upon which it is drawn, you understand that the Bank will return the check to you in the form of a substitute check. Your account will be charged back the amount of the check in addition to any applicable fees in accordance with the terms of your Member Agreement.

If you decide to redeposit the returned check, you may only redeposit the substitute check by taking that check to a Citizens Bank & Trust Company branch. You may not deposit the original check.

Termination or Suspension of Remote Service

The Bank may terminate or suspend your use of the Service at any time. The Bank may terminate or suspend the Service without prior notice if the Bank, in its sole judgment, believes there has been a breach in the security of the Service, there has been unauthorized activity involving your account, you have engaged in activity that violates the terms of this Agreement, or there has been account activity resulting in an overdraft in any of your deposit accounts with the Bank. Should your use of the Remote Service be suspended, the Bank may, on its discretion, reconsider your account for eligibility to use the Service no sooner than six months after the suspension date.

Amendments

You agree that the Bank may change the terms and conditions of this Agreement as required by law or Bank policy. Unless otherwise required by law, the Bank may amend this Agreement without prior notice to you. If the Bank chooses to notify you of an amendment or is required to do so by law, the Bank may ask you to agree to an amended version of this Agreement electronically, or by mailing or delivering a separate notice, statement message, or electronic message to you at the last address on file for you.

Governing Law

This Agreement shall be governed by federal laws and regulations. To the extent such laws and regulations do not apply, this Agreement is governed by the laws of the state of Oklahoma.

Mobile Deposit Consent and Agreement

By agreeing to these terms, you agree:

1) that you have equipment that satisfies the above requirements; 2) to receive information about the Service, including this Agreement, any amendments to it or any notices regarding the use of the Service, electronically; and 3) that you have received an electronic version of this Agreement and agree to be bound by the terms and conditions contained therein. Because enrollment in the Service can only occur electronically, you understand that you cannot enroll in the Service unless you agree. The Bank reserves the right to provide information and notices about the Service to you by non-electronic means.

We invite you to print a copy of this Agreement and retain it for your records. You may also request that a copy of this Agreement be mailed to you by contacting us at 580-226-4610 or at the address:

**Citizens Bank & Trust Company
1100 N Commerce
Ardmore, Oklahoma 73401**