

# CARSON BANK

EST. 1886

## Carson Bank Mobile Deposit User Agreement (“Agreement”)

This Agreement contains the terms and conditions for the use of Carson Bank Mobile Deposit with your designated accounts through Carson Bank.

- 1. Carson Bank Mobile Deposit** is designed to allow you to make deposits of checks (“original checks”) to your accounts, excluding Retirement Accounts, from home or other remote locations by capturing digital images of the original checks with your Mobile Device and delivering these images and associated deposit information (“images”) to Carson Bank or Carson Bank’s designated processor. This service is only available to consumer online banking users. All terms and conditions of the Mobile Banking Services previously provided apply to the Mobile Deposit Service (hereinafter “Services”).

Currently, there is no charge from Carson Bank for mobile deposit services. However, there may be charges associated with text messaging and data usage on your cellular phone. Check with your wireless phone carrier for more information.

This service is currently available on the iPhone®, Android® cellular phones, and other Smart phones as well as the iPad®. This is subject to change without notice as use with the tablet may be available in the near future.

- 2. Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits and number of checks you transmit using the Services and the ability to modify such limits from time to time.

You may deposit no more than five (5) checks each day totaling no more than \$2,000. In any twenty-one (21) day business day (hereinafter referred to as “Business Day” and defined as Monday through Friday, excluding federal holidays), period, you may deposit up to thirty (30) checks totaling no more than \$10,000. If a deposit is greater than \$2,000 or exceeds either the total daily limit or the twenty-one (21) business day limit, you will receive a Deposit Declined Notification on your mobile device. If the bank, in its sole discretion accepts the Mobile Deposit in excess of these limits, the Bank shall have no obligation, in the future, to accept a Mobile Deposit which would exceed these limits. The Bank may, at its discretion, raise or lower any or all of these limits at any time. The Bank reserves the right to make such change without prior notice to you. These amounts are subject to change without notice.

- 3. Approval.** Access to the Mobile Deposit service is granted based on your account being open a minimum of thirty (30) days and overdrawn fewer than twenty (20) times per calendar year. These terms are subject to change without notice.
- 4. Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This agreement is subject to change from time to time. We will notify you by mail or email, depending upon how you have chosen to receive your other Mobile Banking Services disclosures that material changes have occurred to this agreement. We will summarize the changes as well as provide a link to the fully revised Agreement on our website for your review. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Carson Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- 5. 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 our branches, or by mailing the original check to: P O Box 158 Mulvane, KS 67110.

We cannot assume responsibility for any technical or other 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.

- 6. 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 Carson Bank shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Kansas. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:
- a. Checks or items payable to any person or entity other than you.
  - b. 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.
  - c. Checks or items previously converted to a substitute check, as defined in Reg CC.
  - d. Checks or items drawn on a financial institution located outside the United States.
  - e. Checks or items that are remotely created checks, as defined in Reg CC.
  - f. Checks or items not payable in United States currency.
  - g. Checks or items dated more than 6 months prior to the date of deposit.
  - h. Money Orders or Travelers’ Checks
  - i. Checks with a date after the date of deposit or no date
  - j. Checks which have previously been deposited and returned
  - k. Checks or items prohibited by Carson Bank’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your Carson Bank account.
- 7. Check 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 paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check by previous holders, as well as you. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
- 8. Endorsements.** All check endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must state “FOR MOBILE DEPOSIT ONLY”, Carson Bank and the signatures of all payees including business name(s) if applicable. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

If the check is payable to you *or* your joint account owner, either of you can endorse the check. If the check is made payable to you *and* your joint account owner, both of you must endorse the check. If the check does not use “and” or “or” to join the names, or the language used is otherwise ambiguous between you and your joint account owner, either of you may endorse the check.

- 9. Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as “Deposits” under your current Deposit Account Agreement with us. We reserve the right, at our sole and absolute discretion, to reject any image for Mobile Deposit into your account. We will notify you of rejected images by sending you a notice on your mobile device. We are not responsible for items we do not receive or for images that are dropped during transmission. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors or that the deposit has ultimately been accepted by us.

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

- 10. Funds Availability.** For purposes of funds availability, funds deposited using Carson Bank Mobile Deposit will be available to you on the next Business Day, as defined in our Regulation CC disclosures previously provided to you, following the date of your receipt of the Deposit Approved Notification email, subject to the Bank’s standard hold policies. If you receive the Deposit Approved Notification email by 6:00 p.m. Central Time on a Business Day, the Bank will consider that day to be the day of your Deposit. However, if you receive the Deposit Approved Notification email after 6:00 p.m. Central Time, the bank will consider the Deposit was made on the next Business Day. Funds will be available as described in our Funds Availability Disclosure. The disclosure may be accessed on Carson Bank’s website at [www.carsonbank.com](http://www.carsonbank.com). If availability of funds is delayed, we will send you a notice in the mail.

**11. Original checks.** After you receive confirmation that we have received an image, we suggest you securely store the original check and agree to make the original check accessible to us at our request. You agree to prominently mark on the face of the deposited check “Electronically deposited on xx/xx/xx” or cause some other marking to be made on the face of the check sufficient to give notice the check has already been deposited. After securely storing the check for a minimum of 45 days or longer if you feel it necessary, the check may be destroyed by cross-cut shredding or another commercially acceptable means of destruction to ensure that it is not represented for payment.

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. After destruction of an original check, the image will be the sole evidence of the original check.

**12. Hardware and Software.** In order to use the Services you must obtain and maintain, at your expense, compatible hardware and software. Carson Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**13. Errors.** You agree to notify Carson Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than sixty (60) days after the applicable Carson Bank account statement is sent. Unless you notify Carson Bank within sixty (60) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Carson Bank for such alleged error. You may view the Electronic Funds Transfers disclosures on our website at [carsonbank.com](http://carsonbank.com).

**14. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Carson Bank’s sole discretion subject to the Deposit Account Agreement and Disclosures governing your account.

**15. Ownership & License.** You agree that Carson Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Carson Bank’s business interest, or (iii) to Carson Bank’s actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

**16. Returned Deposits.** Any credit to your account for checks deposited using Carson Bank 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, or 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.

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

**17. Your Warranties.** You make the following warranties and representations with respect to each image:

- a. Each image 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.
- b. The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- c. You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.

- d. There are no other duplicate images of the original check.
- e. The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- f. You are authorized to endorse and obtain payment of the original check.
- g. You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule.

You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

- 18. Compliance with Law.** You will use Carson Bank Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. 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.
- 19. 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 to 316-777-1171 or (888) 571-2233 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.
- 20. DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY MOBILE BANKING SERVICE 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 ANY MOBILE BANKING SERVICE, 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 ANY MOBILE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY MOBILE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.
- 21. 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 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 ANY MOBILE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.
- 22. INCORPORATED DISCLOSURES AND CONFLICTING TERMS.** ALL OTHER DISCLOSURES PROVIDED TO YOU REGARDING YOUR ACCOUNTS, YOUR MOBILE BANKING SERVICES, YOUR ONLINE BANKING SERVICES OR OTHER RELATED SERVICES ARE INCORPORATED INTO THIS AGREEMENT, AS IF SET FORTH IN THEIR ENTIRETY. HOWEVER IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE OTHER DISCLOSURE AND THIS AGREEMENT, YOU AGREE THAT THIS AGREEMENT WILL CONTROL.