



## Mobile Check Deposit Terms and Conditions

This Mobile Check Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of The Cecilian Bank’s Mobile Check Deposit and/or other remote deposit capture services that The Cecilian Bank (“Bank”, “TCB”, “us”, or “we”) may provide to you (“you” or “User”). Other agreements you have entered into with The Cecilian Bank, including the Internet Banking Term and Conditions and the Bill Pay Terms and Conditions, as applicable to your account(s) with The Cecilian Bank, are incorporated by reference and made a part of this Agreement.

**General Terms/Services:** The Mobile Check Deposit services (“Services”) are designed to allow you to make deposits to your checking or money market accounts from home or other remote locations by taking mobile pictures of checks and delivering the images and associated deposit information to The Cecilian Bank’s designated processor.

**Acceptance of these Terms:** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change. We will notify you of any material change with a new Terms and Agreement in the mobile app feature. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after The Cecilian Bank has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, The Cecilian 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.

**Limitations of Service:** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend, or discontinue the Services immediately and at any time without prior notice.

**Fees:** The Cecilian Bank charges \$.50 per check or item deposited in excess of five (5) items in any one statement cycle. The Bank will not be responsible for any fees that your wireless carrier may charge you.

**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 The Cecilian Bank shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

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

- Checks or items payable to any person or entity other than the person or entity that owns the account the check is being deposited into;
- Checks or items containing an 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 or items payable jointly unless deposited into an account in the name of all payees;
- Checks or items previously converted to a substitute check, as defined in Reg. CC;
- Checks or items drawn on a financial institution located outside of 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;
- Checks or items prohibited by The Cecilian Bank’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your TCB account;
- Checks or items payable on sight or payable through Drafts, as defined in Reg. CC;
- Checks or items with any endorsement on the back other than that specified in this agreement;
- Checks or items that have previously been submitted through this Service or through a remote deposit capture service offered at any other financial institution;
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Travelers Checks

**Endorsements and Procedures:** You agree to restrictively endorse any item transmitted through the Service with your signature and “For Mobile Deposit Only, Account # \_\_\_\_\_” or as otherwise instructed by The Cecilian Bank. You agree to follow any and all other procedures and instructions for use of the Services as The Cecilian Bank may establish from time to time.

**Image Quality:** The image of an item transmitted to The Cecilian Bank using the Services must be legible, as determined by the sole discretion of The Cecilian Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by The Cecilian Bank, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**Receipt of Items:** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. Once a deposit is rejected, it may not be electronically deposited again. 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 a confirmation from The Cecilian Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Deposit Limits:** There are limits on the amount(s) and/or number of deposits that you may transmit using this Service. We reserve the right to modify such limits from time to time. If you wish to deposit a larger check, contact the Bank before attempting to deposit the check via the mobile device. If we permit you to make the deposit in excess of the established limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. You may contact the bank directly to learn about the established limits for mobile check deposits at (270) 982-4822.

**Availability of Funds:** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Eastern Standard Time on a business day that we are open, funds will be available on the next business day. Deposits made after 4:00 p.m. Eastern Standard Time funds will be available on the second business day. Funds deposited using the Services will generally be made available the next business day from the day of deposit but The Cecilian Bank may delay availability of funds based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as The Cecilian Bank, in its sole discretion, deems relevant.

**Presentment:** The manner in which the items are cleared, presented for payment, and collected shall be at The Cecilian Bank's sole discretion subject to the Deposit Account Agreement governing your account.

**Disposal of Transmitted Items:** Upon your receipt of a confirmation from The Cecilian Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to maintain the item for 60 business days. You agree to properly dispose of the item after 60 business days 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 the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Bank's audit purposes.

**Errors in Transmission:** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. The Cecilian Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

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

**Hardware and Software:** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by The Cecilian Bank from time to time. The Cecilian 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.

**User Warranties and Indemnification:** You warrant to The Cecilian Bank that:

- You will only transmit eligible items,
- Images will meet the image quality standards,
- You will not transmit duplicate items,
- You will not re-deposit or re-present the original item,
- You are not aware of any factor which may impair the collectability of the item,
- All information you provide to The Cecilian Bank is accurate and true,
- You will comply with this Agreement and all applicable rules, laws and regulations,
- You agree to indemnify and hold harmless The Cecilian Bank from any loss for breach of this warranty provision.

**Cooperation with Investigations:** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**Termination:** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Deposit Account Agreement or any other agreement with us.

**Enforceability:** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership & License:** You agree that The Cecilian Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service 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 Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to The Cecilian Bank's business interest, or (iii) to The Cecilian 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 Service.

**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) RESULTS 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 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 THE CECILIAN BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**USER SECURITY:** You agree to keep your mobile device secure and to close your Mobile Banking Application when not in use. If you suspect your mobile device has been lost or stolen, you must notify The Cecilian Bank immediately by calling 270-982-4822 to disable your mobile banking application.

**OTHER TERMS:** You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Kentucky and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of the Agreement unenforceable or invalid.