

Focus Bank Mobile Deposit Agreement

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING:

This Mobile Deposit Agreement (the “Agreement”) is entered into by Focus Bank (the “Financial Institution”) and you (the “Consumer”). The Agreement governs your use of the Mobile Deposit Service offered by Focus Bank (the “Service”). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement:

1. **Description of Service.** Mobile Deposit allows you to deposit money into certain Focus Bank accounts with your mobile device camera using the Mobile Application or “Mobile App”. To use Mobile Deposit, you must be a Focus Bank account holder and have agreed to the Online Banking and Mobile Banking User Agreements. You may transmit deposits to us electronically only from a mobile capture device located in the United States.

2. **Limits and Fees.** Internet data usage rates may apply from your Internet service provider or mobile carrier. Daily limit is \$2500 per day with a per check limit of \$1000. No more than 10 deposits allowed in a single day. This is for consumer use, not for business.

3. **Equipment.** To use Mobile Deposit, you must have a supported mobile device, such as a smartphone or tablet that is compatible with the Mobile Deposit APP, with a camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device. We do not guarantee that all mobile devices and operating systems are compatible with the Service.

4. **Types of Checks.** You can only deposit checks using Mobile Deposit, however, there are some checks that you cannot deposit. These include:

- a. Checks payable to any person or entity other than you, or to you and another party.
- b. Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
- c. Checks that are not in original form with an original signature, such as substitute checks or remotely created checks.
- d. Checks drawn on a financial institution located outside the United States.

- e. Checks not payable in United States currency.
- f. Checks must not have previously been returned stop payment, insufficient funds, account closed.
- g. Checks must not be credit card checks, or insurance checks, or income tax checks via Mobile Deposit Service.
- h. Checks must not be dated more than six months prior to the date of deposit.

5. **Receipt of Deposits.** We reserve the right to reject any check transmitted through the Service, at our discretion, without liability to you. Focus Bank is not responsible for processing or transmission errors that may occur, or for deposited items that we do not receive.

6. **Cut-Off Times for Deposits.** Deposits sent using Mobile Deposit may be “submitted” any time of day, weekend, or holiday. However, deposits received by us after the daily cut-off time for electronic deposits will be deposited the next business day, provided that the deposit meets all requirements. Deposits submitted on holidays or weekends will also be deposited the next business day, provided it meets all requirements. The daily cut-off time for electronic deposits is 2:00 PM CST and is subject to change without notice to you.

7. **Availability of Funds Deposited.** The Bank’s general funds availability practices are to make funds from your mobile deposit available to you on the first business day after the day we receive your deposit. Refer to cut-off times above to determine the day your deposit is considered received by Focus Bank. Refer to our Funds Availability Policy for more details on the availability of funds.

8. **Image Quality.** The front and back images of an item transmitted to us must be legible. Items with poor image quality may delay the deposit process, and you may be instructed to deposit the check using other methods. You agree that we shall not be liable for any damages resulting from items with poor image quality, including those related to rejection of, or the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check or item.

9. **Errors.** You must notify us of any errors, or suspected errors, related to the items deposited through the Service as soon as possible after they occur, and in no event later than 60 days after the related account statement is sent. You can contact us by calling 1-800-464-3150 or by

visiting a branch. Unless you notify us within 60 days, the account statement containing the deposits made through the Services is deemed correct, and you cannot bring a claim against us for any alleged errors.

10. Deposit Limits. We may establish limits on the number of checks and/or the total amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice. Items transmitted that exceed your limits may result in a rejection of the deposit.

11. Destruction of Original Check. Upon confirming that you received full credit for the check deposited, you must destroy the check by shredding or other means, or clearly mark "VOID" or "Electronically Deposited" on the front and back of the check. This prevents the check from being presented for deposit another time. You agree never to re-present to us or any other party a check or item that has been deposited through the Service. You will be liable for checks that are presented and/or deposited more than once.

12. Indemnity. You warrant to Focus Bank that:

a. You will only transmit eligible checks and items that you are entitled to, and ensure that all checks and items include all required signatures.

b. Images will meet Focus Bank's image quality standards.

c. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.

d. You will not deposit or re-present the original check for deposit.

e. All information you provide to us is accurate and true, and that all transmitted images accurately reflect the front and back of the check.

f. You will comply with this Agreement and all applicable rules, laws and regulations.

g. You will use the Services only for your own deposits.

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

13. Security of Your Mobile Device. You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to

access the Service, and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service. You agree not to supply your Access Information to anyone and to immediately notify us if you become aware of any loss, theft or unauthorized use of any access information, including your Mobile Devices. We reserve the right to deny you access to the Service if we believe that any loss, theft or unauthorized use of access information has occurred.

14. Limitations. When using Mobile Deposit, you may experience technical or other difficulties that are outside the control of Focus Bank. We are not responsible for damages that you may incur as a result of these difficulties or unavailability of the Service.

15. Changes to the Service. We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors.

16. Termination. We may turn off the service to you if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts or returned items or for other reasons at our sole discretion.

17. Ownership and License. You agree that Focus Bank and its Third Party Service Providers, including Fiserv Solutions, Inc., retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, including the App. You may use the Service only for your own benefit. 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. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of the Service, in any manner contrary to the terms of this Addendum, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

18. Third Party Beneficiary. You agree that our Third Party Service Providers, including Fiserv Solutions, Inc., may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of

liability and that such Third Party Service Providers are, for the purpose of this Agreement, third party beneficiaries to this Agreement with the power to enforce this Agreement.

19. Liability. We are only responsible for performing the service as expressly stated in this addendum. There is no guarantee that access to the service will be available at all times and we shall not be liable if you are unable to access the service. The service is provided "as is" and, except as prohibited by law, we and our third party service providers disclaim any express or implied warranties concerning the service, app, equipment or software, including, but not limited to any warranties of merchantability, fitness for a particular purpose or non-infringement of any parties' proprietary rights. In no case shall Focus Bank or any of our third party service providers be liable for any loss of data, profit, goodwill, or special, punitive, indirect, exemplary or consequential damages of any kind or nature suffered by you arising out of or related to this addendum, the app, the software, the equipment or

The service whether or not such claim for damages is based on tort or contract or whether we had been advised of the possibility of such damages or should have known of the likelihood of such damages, except as may be required by law. In states that do not allow the exclusion or limitation of liability for indirect special or incidental or consequential damages, Focus Bank and our third party service providers' liability is limited to the extent permitted by applicable law.