

**SECURITY SAVINGS BANK**  
MONMOUTH, IL      STRONGHURST, IL  
**MOBILE REMOTE DEPOSIT SERVICES AGREEMENT, TERMS AND CONDITIONS**

Mobile remote deposit services are designed to provide the ability for you to make deposits of checks to your account by scanning the original checks and delivering digital images and associated deposit information to the bank and/or its processor, using your mobile device. The process is called Remote Deposit Capture, or RDC. This mobile remote deposit services agreement explains the terms and conditions governing the use of remote Deposit Capture offered by Security Savings Bank.

By using Remote Deposit Capture, you acknowledge that you have reviewed and agree to abide by the terms and conditions of this agreement, the Online Banking Services agreement, the Mobile Banking services agreement, and the Account agreements governing the checking and/or savings account(s) that you use with the Remote Deposit Capture service.

1. For purposes of this agreement, a business day is defined as every day except Saturday, Sunday, and any federal holiday.
2. The Remote Deposit Capture process requires the image of the front and back of any eligible check to be delivered to the bank and/or its designated process, for the purpose of depositing the check into a pre-determined account.
3. Items eligible for deposit must meet the following conditions:
  - a. Checks must be drawn on a U.S. bank, savings and loan or credit union and payable on demand.
  - b. Checks must be properly payable to the owner of the account into which the deposit will be made.
  - c. Checks must contain the drawer's signature.
  - d. Checks must include the notation "For mobile deposit only" and endorsed by the payee.
  - e. Checks must include all MICR information.
4. Items not eligible for deposit include the following:
  - a. Money orders
  - b. Traveler's checks
  - c. Savings bonds
  - d. Checks drawn on or issued by the U.S. Treasury Department
  - e. Checks drawn on a financial institution located outside of the United States
  - f. Checks not payable in U.S. dollars
  - g. Checks previously converted to an image replacement document or substitute check
  - h. Checks that are remotely created
  - i. Checks payable to any person other than the account holder/owner of the account to which the check is to be deposited
  - j. Checks containing any alteration on the front or back
  - k. Checks payable jointly, unless deposited into the account in the name of all payees, and having endorsements of all payees.
  - l. Checks dated more than 6 months prior to the date of deposit
  - m. Checks payable on sight or payable through drafts

- n. Checks with any endorsement other than that specified in this agreement
  - o. Checks that have previously been submitted or deposited through RDC at Security Savings Bank or through remote deposit capture service offered at any other financial institution
  - p. Checks previously submitted for deposit and returned
5. Security Savings Bank reserves the right, at its sole discretion, to reject any check image transmitted through RDC, without liability to you. Security Savings Bank is not responsible for check images that it does not receive or that are dropped during transmission. A check image shall be deemed received when you receive a confirmation email that the bank has received the check image. Receipt of the confirmation email does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. Security Savings Bank further reserves the right to charge back to your account at any time any check image that is determined to not be an eligible check or that is not properly payable. You agree that Security Savings Bank is not liable for any loss, costs or fees you may incur as a result of the chargeback of an ineligible item. Any check returned unpaid for any reason will be debited from your account.
  6. Funds deposited via Remote Deposit Capture and received before 4:00 p.m. Central Time on a business day (usually Monday through Friday, excluding federal holidays) will be credited to your account the same day, after 4:00 p.m. Central Time or deposits received on federal holiday or days that are not the bank's business days will be credited to your account on the following business day.
  7. Funds deposited via Remote Deposit Capture are treated as deposits under your current account agreement and Truth in Savings Disclosure; however, deposits made through Remote Deposit Capture are not subject to the Federal Reserve Board's Regulation CC regarding funds availability. Funds deposited via RDC are available for withdrawal on the business day after the day the deposit is credited to the account. If the item presented for deposit does not satisfy the requirements for the deposit of an eligible check, Security Savings Bank has the right to place an exception hold on the deposit. In the cases where an exception hold is placed on the deposit, you will be notified of the date the funds will be available for withdrawal. Security Savings Bank reserves the right to refuse any deposit presented through RDC.
  8. You agree to retain and securely store the original check for 30 calendar days after the transmission of the image of the item. During this holding period, you agree that upon request by the bank, you will deliver the requested original check to the bank within a reasonable time frame to not exceed 10 calendar days. After 30 days, you agree to destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction.
  9. Security Savings Bank may establish limits on the dollar amount and/or number of check images that you can deposit through RDC. If you attempt to use RDC to initiate a deposit in excess of these limits, your deposit may be rejected. The current daily dollar limit is \$2,000, and the current dollar limit for any rolling 30 day period is \$30,000. The maximum dollar amount of an individual check presented for deposit is \$2,000. A daily limit of 10 check images can be submitted for deposit so long as the respective dollar limits are not exceeded. Security Savings Bank reserves the right to modify limits from time to time.

10. You agree to immediately notify Security Savings Bank of any suspected error regarding check images deposited through RDC, and no later than 60 days after the account statement on which the deposit appears has been provided. Unless you notify Security Savings Bank within 60 days of when we first send or make the account statement available, all deposits made through RDC shall be deemed correct, and you are prohibited from bringing a claim against Security Savings Bank for any alleged error.
11. By using RDC, you accept the risk that a check image may be intercepted or misdirected during transmission. Security Savings Bank bears no liability to you or others for any such intercepted or misdirected check images or information disclosed through such errors.
12. You are responsible for paying the fees associated with the use of RDC. Any applicable fees may be changed at the discretion of management and will be disclosed in compliance with current regulations. By using the service to make a deposit, you agree to pay the associated fee. Your account into which the deposit is made will be debited the amount of the fees. Please see the Service Charges brochure for fees associated with RDC.
13. Remote Deposit Capture may be unavailable at times. In the event that RDC is unavailable, you may deposit original checks at any branch of Security Savings Bank, either in person or by mail.
14. If you believe an error has occurred on your account related to an RDC transaction, please call Security Savings Bank at 309-734-9333 or 800-380-9205, or write Security Savings Bank, 220 East Broadway, Monmouth, IL 61462-1871. Additional information regarding error resolution was provided at the time of account opening and is also available on the bank's website at [www.securitysavings.com](http://www.securitysavings.com). You can request a copy of the full resolution disclosure at any time by contacting Security Savings Bank. The error resolution information is also provided on each periodic account statement.
15. By agreeing to the MOBILE REMOTE DEPOSIT SERVICES AGREEMENT, TERMS AND CONDITIONS, you make the following warranties and representations:
  - a. You will comply with the MOBILE REMOTE DEPOSIT SERVICES AGREEMENT, TERMS AND CONDITIONS, the Online Banking Services agreement, the Mobile Banking services agreement, and the Account agreements governing the checking and/or savings account(s) that you use with the Remote Deposit Capture service, and all applicable rules, laws and regulations.
  - b. Each image is a true and accurate image of the front and back of an eligible check, without any alteration, and the drawer of the check has no defense against payment of the check.
  - c. The amount, payee(s), signature(s) and endorsement(s) on the image and on the original check are legible, genuine and accurate.
  - d. You will not deposit or 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 that would cause that person to make payment for an item that has already been paid.
  - e. There are no other duplicate images of the original check.
  - f. The original check was authorized by the drawer in the amount stated on the original check, to be paid to the listed payee(s).

- g. You have possession of the original check and no party will submit the original check for payment.
- h. You will not redeposit or represent any original eligible check.
- i. You are not aware of any factors that may impair the collectability of any check image transmitted for deposit, and you agree to indemnify and hold harmless Security Savings Bank from any loss for breach of this warranty provision.

**Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight. (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, 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 of the Service. We and our technology partners, inclusive of, but not limited to, Digital Insight and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

#### **DISCLAIMER OF WARRANTIES**

YOU AGREE THAT YOUR USE OF ANY REMOTE 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 REMOTE 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 REMOTE 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 REMOTE BANKING SERVICE 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 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 REMOTE 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.