

Cumberland Security Bank

Mobile Check Deposit Terms & Conditions

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of CUMBERLAND SECURITY BANK Mobile Check Deposit and/or other remote deposit capture services that CUMBERLAND SECURITY BANK or its affiliates ("us", "we" or "BANK") may provide to you ("you," or "User"). Other agreements you have entered into with CUMBERLAND SECURITY BANK including the Mobile Banking General Terms and Conditions, as applicable to your CUMBERLAND SECURITY BANK account(s), are incorporated by reference and made a part of this Agreement. In order to use this service, you must be designated as an owner of a Cumberland Security Bank account that is eligible for this service.

1. **General Terms/Services.** The Mobile Check Deposit services ("Services") are designed to allow you to make deposits to your checking, savings or money market accounts from home or other remote locations by taking pictures of checks and delivering the images and associated deposit information to CUMBERLAND SECURITY BANK's designated processor.
2. **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 of any material change with a new Terms and Agreement at log-in to Mobile Banking. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after CUMBERLAND SECURITY 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, CUMBERLAND SECURITY 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.
3. **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. 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.
4. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by CUMBERLAND SECURITY BANK from time to time. CUMBERLAND SECURITY 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.
5. **Fees.** A fee is not currently charged for this service by CUMBERLAND SECURITY BANK. Should fees be charged in the future, you will be given 30 days notice prior to any fees being charged. You, the end user, are responsible for any fees that your wireless carrier may charge you.
6. **Eligible items.** You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to CUMBERLAND SECURITY BANK is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not deposit any of the following types of checks or other items which shall be considered ineligible items:

- Third party checks
- Altered checks
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Returned checks
- Checks in a foreign currency or drawn on a foreign bank
- Stale-dated checks (generally, checks dated more than 6 months prior to the date of deposit)
- Traveler's checks, money orders or other bank official checks.
- Checks not endorsed with "For Mobile Deposit Only" and your signature
- Checks that have previously been deposited in person or through a mobile deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

Please note that any check that you attempt to deposit using Mobile Deposit is subject to verification by CUMBERLAND SECURITY BANK. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting a CUMBERLAND SECURITY BANK location.

7. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services with the words "For mobile deposit only" and your signature or as otherwise instructed by CUMBERLAND SECURITY BANK. You agree to follow any and all other procedures and instructions for use of the Services as CUMBERLAND SECURITY BANK may establish from time to time.
8. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, 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 a confirmation from CUMBERLAND SECURITY 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. If any item you have deposited is charged back to us for any reason, you authorize us to charge any of your accounts without prior notice and at any time, for the amount of the returned item, our chargeback check fee, any interest paid on that item, and any other fee we pay or incur. 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.
9. **Availability of Funds.** 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, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited may not be available for immediate withdrawal and will be available based upon the Funds Availability disclosure that you received at account opening.
10. **Deposited Funds on "Hold."** We may place a "hold" on your account for the amount of a deposited check to ensure that there are sufficient funds to cover the check amount if the deposited check is returned unpaid. If we do place a hold on your deposit, you will be notified of the dates the funds will be available for the payment of checks or withdrawals. Refer to the Funds Availability disclosure that you received at account opening.
11. **Disposal of Transmitted Items.** You shall fully destroy each original check in your check image deposit sixty (60) days following receipt and crediting of your check image deposit or as CUMBERLAND SECURITY BANK may otherwise instruct. Prior to destruction you shall maintain each original check in a secure location. During the time the retained check is available, you agree to promptly provide it to CUMBERLAND SECURITY BANK upon request. You understand each original check must be fully destroyed following any retention period and that a paper shredder is one such

method to assure destruction. You are responsible if an original check is misused following submission by check image deposit and its full destruction.

12. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. The daily total deposit limit is \$10,000 per day.

Each check is considered a separate deposit. You can make multiple deposits in a single mobile session. There is no limit to the number of checks you can deposit in a day.

13. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in CUMBERLAND SECURITY BANK's sole discretion subject to the Deposit Account Agreement governing your account.

14. **Errors.** You agree to notify CUMBERLAND SECURITY BANK of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable CUMBERLAND SECURITY BANK account statement is sent. Unless you notify CUMBERLAND SECURITY BANK within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against CUMBERLAND SECURITY BANK for such alleged error.

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

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

17. **MICR Lines on the Check.** The bottom of your check contains numeric information that identifies the bank the check is drawn on, the account number and the check number. This information is known as the MICR line (Magnetic Ink Character Recognition). A MICR defect, such as a tear in the MICR line, or markings over the MICR line may inhibit the scanner or mobile phone's ability to read this information. If you receive error messages indicating that the mobile phone is unable to read the MICR line, the check with defects in the MICR line must be physically deposited at the branch or ATM.

18. **User Warranties and Indemnification.** You warrant to CUMBERLAND SECURITY 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.
- All information you provide to CUMBERLAND SECURITY BANK is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless CUMBERLAND SECURITY BANK from any loss for breach of this warranty provision.

19. **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.

20. **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.
21. **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.
22. **Ownership & License.** You agree that CUMBERLAND SECURITY 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 CUMBERLAND SECURITY BANK's business interest, or (iii) to CUMBERLAND SECURITY 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.
23. **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) 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.
24. **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 CUMBERLAND SECURITY BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
25. **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 CUMBERLAND SECURITY BANK immediately by calling 606-679-9361 to disable your mobile banking application.
26. **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.