



## **Retail Mobile Deposit Terms & Conditions**

Your enrollment in Central Valley Community Bank's Retail Mobile Deposit Capture service constitutes your agreement with these terms and conditions. You acknowledge that you have read these terms and conditions and will retain a copy for your records.

The Retail Mobile Deposit Capture services are designed to allow you to make deposits to your checking or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Bank or the Bank's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this agreement or Federal Reserve regulations for the processing of these checks for payment. The Bank offers the benefits and convenience of the Services to you free. The Bank reserves the right to charge fees for the Services in the future.

**Hardware and Software requirements:** You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you entered into directly with the third party software provider at the time of the download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Daily Customer Deposit Limits:** The Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of checks that you may transmit through the Service each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. **Our current daily customer deposit limit is \$2,500 per day.** If your deposit activity through the Mobile Capture service exceeds your Daily Customer Deposit Limit, Central Valley Community Bank reserves the right to disable your access to the Mobile Capture service.

**Fees and Charges:** The Bank offers the benefits and convenience of the Services to you free. The Bank reserves the right to charge fees for the Services in the future.

**Endorsements and Procedures:** You agree to restrictively endorse any item transmitted through the Services. Write "**FOR MOBILE DEPOSIT ONLY**" and last 3-digits of your account # below your endorsement, or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Service as the Bank may establish from time to time. Endorsements must be made on the back of the share draft or check

within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Bank account using the Services.

**Check Requirements (including image quality):** The image of an item transmitted to the Bank using the Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (marker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time of an image of the check being captured (such as required identification written on the front of the check and any endorsement applied to the back of the check).

**Exception Items:** Each business day on which we review and process your Electronic Item(s), we will use reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service. “Exception Items” include, without limitation, any of the following:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing alteration to any of the fields on the front of the item (including the MICR line), 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 item is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees;
- Items previously converted to a substitute check, as defined in Reg CC
- Checks drawn on a financial institution located outside the United States
- Items that are remotely created checks, as defined in Reg CC, and checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other institution
- Checks not payable in United States currency
- Checks dated more than 6 months prior to the date of deposit
- Items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your account
- Items with any endorsement on the back other than that specified in these Terms and Conditions
- Money Orders
- Traveler’s Checks
- Insurance drafts
- Cashier Checks
- Credit card cash advance checks
- Checks that have previously been submitted through the 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 US Treasury Department

We will notify you of each Exception Item through Mobile Capture Service, or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic

Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to Central Valley Community Bank.

The provisional credit is subject to final payment of the checks and is also subject to your Bank Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for mobile deposit, you must physically deposit the original check.

**Check Safekeeping, Retention and Destruction:** Once your check image has been credited to your account, you must mark the original check by writing mobile check deposit on the front with the date and retain the check for thirty (30) days. You may not present the original check or any image or substitute check created from the original check for payment at any financial institution.

You are solely responsible for verifying that checks/items that you deposited by using the service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because check/item was returned unpaid by the payor financial institution. You agree to accept such notices at your current means the Bank has on file for your account. In the event the Bank credits your account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the check/item was timely returned or whether there is any other claim or defense that the check/item was improperly returned. You understand and agree, that since the original check/item is your property, it will not be returned and the Bank may charge back an image of the item, an ACH debit, or other electronic or paper debit, as applicable to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original item or a substitute item. You may not use the Service to deposit a substitute item and you may not deposit the original item through the Service or in any other manner if you receive a dishonored item. You agree to comply with any additional instructions we may provide to you in connection with returned items.

**Availability of Funds:** Scanning and submitting check image deposits does not constitute receipt of the deposit by Central Valley Community Bank. Generally, check/item deposits received prior to 5:00 p.m., Pacific Time are processed on the business day of receipt and available for withdrawal on the next business day. Any check image deposit received after this time or on Saturdays, Sundays, and holidays when Central Valley Community Bank is closed will be processed on the Bank's next business day and available for withdrawal on the 2<sup>nd</sup> business day. Acknowledgment that your check image deposit has been received by the Bank does not mean that the check image deposit was received error free.

Subject to our right to hold funds as otherwise provided under this agreement and the deposit account agreements, availability of credit from items processed under this agreement will be subject to our funds availability schedule, which may be amended. Funds from deposits made via Mobile Deposit generally will be available for withdrawal on the next business day after the day of deposit. If funds will be delayed beyond the next business day on any part of your deposit, we will mail you information about when your funds will be available.

**Duty to report errors:** You must examine your statement of accounts with "reasonable promptness". You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate.

Receipt of check/item by the Bank through the Service does not constitute an acknowledgement by the Bank that the check/item is error-free or that we will be liable for the check/item. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Bank Account Agreement. You may notify us by e-mail at, or writing to, Central Valley Community Bank, 7100 N. Financial Drive, Ste. 101, Fresno, CA 93720 or telephone us at (559-298-1775 or 1-800-298-1775). You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

**Presenting checks more than once:** Once you have used the Service to deposit a check you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through the Service or by any other means with Central Valley Community Bank or any other financial institution. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree the Bank may debit from your bank account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

**Authentication Method:** You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as you "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release the Bank from any and all liability, and agree not to make any claim or bring any action against the Bank, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method. By accessing the Service with your Authentication Method, you authorize the Bank to complete the requested transaction(s) through the Service. Any request or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, checks deposited, check images, changed to accounts or services or any other communication you provide us through the Service using your Authentication Method.

**Data 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 at (800-298-1775) and with written notice at (Central Valley Community Bank, Attn: Customer Service, 7100 N. Financial Drive, Ste. 101, Fresno, CA 93720), 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. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this agreement.

**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 NON-INFRINGEMENT. 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 SERVICES 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 SERVICE 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 SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CENTRAL VALLEY COMMUNITY BANK'S, HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**User Warranties and indemnification:** You warrant to Central Valley Community Bank, that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to Central Valley Community Bank's is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations. You agree to indemnify and hold harmless Central Valley Community Bank, from any loss for breach of this warranty provision.

**Termination and Changes in Terms.** Institution reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our website.

**IMPORTANT:** To proceed, you must read the following agreement, check "I Accept," and click Continue.