

**ATHENS FEDERAL COMMUNITY BANK**  
**Mobile Remote Deposit Capture User Agreement**

This Mobile Check Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of Athens Federal Mobile Check Deposit and/or other remote deposit capture services that Athens Federal or its affiliates (“Athens Federal,” “us,” or “we”) may provide to you (“you,” or “user”). Other agreements you have entered into with Athens Federal, including the privacy, security and online banking agreement, as applicable to your Athens Federal account(s), are incorporated by reference and made a part of this agreement.

**1. Services.** The mobile remote deposit capture services (“Service”) are designed to allow you to make deposits to your checking, savings or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Athens Federal or Athens Federal’s designated processor.

**2. Acceptance of these Terms.** Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email, text message or on our website by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after Athens Federal has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Service will indicate your consent to be bound by the revised Agreement. Further, Athens Federal reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service. The most current terms will be available on our website by means of a link to the Agreement.

**3. Limitations of Service.** When using the Service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. 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 Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

**4. Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Athens Federal from time to time. See [athensfederal.com](http://athensfederal.com) for current hardware and software specifications. Athens Federal is not responsible for any third party software you may need to use the Service. 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 of \$1.50 per scanned item transmitted through the Service will be charged for the Service. You are responsible for paying the fee for the use of the Service. Athens Federal may change the fees for

use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize Athens Federal to deduct any such fees from any Athens Federal account in your name.

**6. Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC"). When the image of the check transmitted to Athens Federal 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 scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- 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 an alteration 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 is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Athens Federal's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Athens Federal account.
- Checks payable on sight or payable through drafts, as defined in Reg CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- 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.

**7. Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "For **mobile** deposit only, name on account (depositor), account # \_\_\_\_\_" or as otherwise instructed by Athens Federal. You agree to follow any and all other procedures and instructions for use of the Services as Athens Federal may establish from time to time. You agree that if you fail to endorse your item as instructed, your transmission is subject to rejection.

**8. Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion. 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 Athens Federal 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. You agree any rejected mobile deposit item transmitted through the Service may also incur a fee, at our discretion. 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 rejection or chargeback of an ineligible item. You authorize Athens Federal to deduct any such fees from any Athens Federal account in your name.

**9. Availability of Funds.** You agree that items transmitted using the Service are not Subject to the funds availability requirements of the Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 8:00 p.m. Eastern Time on a business day that we are open, we consider that to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Though funds deposited are generally available on the same day on a business day we are open, a hold may be placed on the item at our discretion. Athens Federal may make such funds available sooner 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 Athens Federal, in its sole discretion, deems relevant.

**10. Disposal of Transmitted Items.** Upon your receipt of a confirmation from Athens Federal that we have received an image that you have transmitted, you agree to retain the check for a t least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID," or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Athens Federal upon request.

**11. Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these 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. The current daily dollar limit is \$1,000.00 per business day for retail banking clients and \$2,500.00 per business day for commercial banking clients. In addition, the current monthly dollar limit is \$3,000.00 per any 30 consecutive calendar day period from retail banking clients and \$5,000.00 per any 30 consecutive calendar day period for commercial banking clients. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may vary for users of other services, such as Athens Federal merchant services.

**12. Presentments.** The manner in which the items are cleared, presented for payment, and collected shall be in Athens Federal's sole discretion subject to the Bank Services Agreement or Commercial Bank Services Agreement governing your account.

**13. Errors.** You agree to notify Athens Federal of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable Athens Federal account statement is sent. Unless you notify Athens Federal within 39 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Athens Federal for such alleged error.

**14. Errors in Transmission.** By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Athens Federal bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**15. Image Quality.** The image of an item transmitted to Athens Federal using the Service must be legible, as determined in the sole discretion of Athens Federal. Without limited the foregoing, the image quality of the items must comply with the requirements established from time to time by Athens Federal, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**16. User Warranties and Indemnification.** You warrant Athens Federal that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Athens Federal 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 Athens Federal from any loss for breach of this warranty provision.

**17. 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.

**18. 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 Service for any unauthorized or illegal purposes or you use the Service inconsistent with the terms of your Bank Services Agreement, Commercial Bank Services Agreement or any other agreement with us.

**19. 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 this 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 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.

**20. Ownership and License.** You agree that Athens Federal retains all ownership and proprietary rights in the Service, 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 restriction 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 Athens Federal's business interest, (iii) to Athens Federal's actual or potential economic disadvantage in any aspect. You may use the Service 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.

**21. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN 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 OR FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE S (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 SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**22. 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 OT USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARY 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 ATHENS FEDERAL HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.