Southwest National Bank Mobile Deposit
User Agreement

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Southwest National Bank’s Mobile Deposit. Other agreements you ("Customer") have entered into with Southwest National Bank, including the Internet Banking Terms & Agreement or Cash Management Agreement, as applicable to your Southwest National Bank account(s), are incorporated by reference and made a part of this Agreement.

1. Services. The mobile deposit services ("Services") 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 Southwest National Bank or Southwest National 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 via our website(s). You will be prompted to accept or reject any material change to this Agreement the next time you use the Services after Southwest National 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, Southwest National 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. Approval of Services. Upon acceptance of these terms and conditions, there is an approval process for the Services. Southwest National Bank reserves the right to approve or deny access to the Services. Southwest National Bank reserves the right to add and remove the Services at any time and without notice. Customers less than 60 days with Southwest National Bank will not have immediate access to the Services.

4. Limitations of Services. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Services. 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.

5. Hardware and Software. You must have a Mobile Device 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 Services. 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 Services. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of 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 Services, e-mail or the Internet. You are solely responsible for keeping current, the most up-to-date security features and protection for your Mobile Device. You agree that all images and files transmitted to us through the Services will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

6. Fees. There are no fees assessed by Southwest National Bank for the use of the Services. Connectivity and usage rates from your wireless service provider may apply. Contact your wireless service provider for more details. Southwest National Bank reserves the right to charge fees for use of the Services at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize Southwest National Bank to deduct any such fees from any Southwest National Bank account in your name.

7. 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 Southwest National 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 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 Southwest National Bank’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your Southwest National Bank 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 Services or through a remote deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at Southwest National Bank or any other financial institution.

8. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For mobile deposit only, SWNB” or as otherwise instructed by
Southwest National Bank. You agree to follow any and all other procedures and instructions for use of the Services as Southwest National Bank may establish from time to time. Endorsements should be made on the back of the check within 1½ 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 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.

9. 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 Southwest National 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. 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.

10. Rejection of Deposits. 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 Services. 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 Services 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 remote deposit, you must physically deposit the original check.

11. Returned Checks. You are solely responsible for verifying that checks that you deposit by using the Services 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 checks were returned unpaid by the payor financial institution. You agree to accept such notices through mail or by any reasonable method for providing such notices to you. In the event that the Bank credits your account for a check that is subsequently dishonored and returned, you authorize the Bank to take appropriate action to recover the funds. To the extent that funds in your account are insufficient to cover such amount, we may 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 was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree that since the original check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic 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 check or a substitute check. You may not use the Services to deposit a substitute check.
and you may not deposit the original check through the Services or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connected with returned checks.

12. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Services is received and accepted before 6:00 pm Central 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 using the Services will generally be made available no later than the next business day from the day of deposit. Southwest National Bank, in its sole discretion, may extend the hold period beyond next business day 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 Southwest National Bank, in its sole discretion, deems relevant.

13. Disposal of Transmitted Items. Upon your receipt of a confirmation from Southwest National Bank that we have received an image that you have transmitted, you agree to securely store the original check for at 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 it, or presentment or another commercially acceptable means of destruction. During the time the retained check is available, you agree to promptly provide it to Southwest National Bank upon request. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

14. 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. Our current limits are as follows.

- Determined in our sole discretion; the daily dollar limit for deposits is $2,500.00 per business day. The current monthly dollar limit for deposits is $10,000.00 per 30 calendar day period.

There may be daily and monthly limit on the number of items deposited. Southwest National Bank may change these limits at any time, in its sole discretion.

15. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Southwest National Bank’s sole discretion subject to the agreement governing your account.

16. Presenting Checks More Than Once. When you have used the Service to deposit a check you agree not to present, or allow anyone else to present, the original check or a substitute check for deposit through the Service or by any other means. 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 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 that we may debit from your 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 of your other account(s) with the
Bank in our sole discretion. Any breach of the above warranties may result in cancellation of the Services for your specific profile in the Southwest National Bank mobile application, closure of your accounts, or termination of the client relationship.

17. Errors. You agree that it is your responsibility to review all information that the Bank makes available to you in a timely manner to verify that deposits made through the Services have been received and accepted by the Bank and are accurate. Receipt of a check by the Bank through the Services does not constitute an acknowledgement by the Bank that the check is error free or that we will be liable for the check. You agree to notify Southwest National Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Southwest National Bank account statement is sent. Unless you notify Southwest National 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 Southwest National Bank for such alleged error.

18. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Southwest National Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

19. Image Quality. The image of an item transmitted to Southwest National Bank using the Services must be legible and contain images of the front and back, as determined in the sole discretion of Southwest National Bank. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by Southwest National Bank, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse 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: 1) the amount of the Check (both written and numeric); 2) the payee; 3) the signature of the drawer (maker); 4) the date; 5) the check number; 6) the information identifying the drawer and the paying financial institution that is preprinted on the check in including the MICR line; and 7) all other information placed on the check prior to the time of an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

20. Availability of Service/Contingency. In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

21. User Warranties and Indemnification. You warrant to Southwest National Bank 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 Southwest National 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 Southwest National Bank from any loss for breach of this warranty provision.

22. **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 Services in your possession and your records relating to such items and transmissions.

23. **Termination.** We may terminate this Agreement at any time and for any reason without notice. 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 account agreement or any other agreement with us.

24. **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.

25. **Ownership & License.** You agree that Southwest National 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 Southwest National Bank’s business interest, or (iii) to Southwest National Bank’s actual or potential economic disadvantage in any aspect. You may use the Services only 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.

26. **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 services will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

27. **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 Southwest National Bank has been informed of the possibility thereof.

Mobile Deposit Agreement – 02/25/19