



Mobile Deposit User Agreement (“Agreement”) and Disclosure

This Agreement contains the terms and conditions for the use of North Central Bank’s (“NCB”, “us,” or “we”) Mobile Check Deposit that we or our affiliates may provide to you (“you,” or “User”). Other agreements you have entered into with NCB, including the Account Agreement, Electronic Funds Transfer Agreement and other Disclosures governing your NCB accounts, are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile check deposit services (“Services”) are designed to allow you to make deposits to your checking account(s) from your smartphone by taking a picture of the check(s) and delivering the images and associated deposit information to NCB or NCB’s designated processor.
2. **Acceptance of these Terms.** Your first use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. NCB will notify you of any material change via email or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, NCB 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. NCB cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. NCB reserves 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. **Eligible items.** You agree to deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to NCB shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted in Illinois. You agree that you will **not** use the Services to deposit any checks or other items as shown below:
 - a. Checks or items payable to any person or entity other than you.
 - b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
 - c. Checks payable jointly, unless deposited into an account in the name of all payees.
 - d. Checks or items containing obvious alteration to any of the fields 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 or item is drawn.
 - e. Checks or items previously converted to a substitute check, as defined in Reg CC.
 - f. Checks or items drawn on a financial institution located outside the United States (no foreign checks).
 - g. Checks or items that are remotely created checks, as defined in Reg CC.
 - h. Checks or items not payable in United States currency (No Canadian checks).
 - i. Checks or items dated more than 6 months prior to the date of deposit.
 - j. Checks or items prohibited by NCB’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your NCB account.
 - k. Checks that have previously been submitted through the Service or through a remote deposit

capture service offered at any other financial institution.

- l. Checks with any endorsement on the back other than that specified in this agreement.
 - m. Checks or items which are missing a sequence number and pre-printed address or account number of the account holder, which are sometimes referred to as “counter checks”.
 - n. Savings Bonds
 - o. Canadian Checks
- 5. Requirements.** Each image must be legible and provide all information on the front and back of the original check. The image quality of the items must comply with the requirements established from time to time by NCB, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- 6. Endorsements.** Each check must be endorsed on the back within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and “For Mobile Deposit North Central Bank”. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both 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** your joint owner, both of you must endorse the check.
- 7. 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 NCB via the Mobile Banking App 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. NCB further reserves the right to charge back to your account at any time any item that NCB subsequently determines was not an eligible item. You agree that NCB is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
- Rejected Items – Ineligible deposit items or rejected deposit items containing the restrictive endorsement of “For Mobile Deposit North Central Bank” may be deposited at the teller line of NCB location. Acceptance of any such rejected deposit items containing the specified endorsement are at the sole discretion of NCB.
- 8. Availability of Funds.** For purposes of funds availability, Mobile Deposits confirmed as received before 3:00 pm Central Time will be credited to your account during the next processing cycle. Deposits received after 3:00 pm Central Time, and deposits confirmed received on holidays or days that are not business days will be credited to your account the following business day. Funds will be available as described in our Funds Availability Disclosure.
- 9. Disposal of Transmitted Items.** After you receive confirmation that NCB has received an image, you agree to prominently mark the items as “Electronically Presented” and to never re-present the item. You further agree to securely store the original check for 30 calendar days after transmission to NCB and make the original check accessible to NCB at our request. Upon NCB’s request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it “VOID”, or otherwise render it incapable of further transmission, deposit or presentment. Cross-cut shredding is strongly recommended for check destruction.
- 10. Deposit Limits.** NCB reserves the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, NCB may reject your deposit. If NCB

permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and NCB will not be obligated to allow such a deposit at other times in the future.

- 11. Errors.** You agree to notify NCB of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable NCB account statement is sent. Unless you notify NCB within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against NCB for such alleged error.
- 12. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in NCB's sole discretion subject to the Account Agreement and Disclosures governing your account.
- 13. Ownership & License.** You agree that NCB 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 NCB's business interest, or (iii) to NCB'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.
- 14. 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. NCB DISCLAIMS 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 NO INFRINGEMENT. NCB MAKES NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) OR THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) OR ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
- 15. 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 SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF NCB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
- 16. User warranties and indemnification.**

You warrant to NCB that:

 - a. You will only transmit eligible items.
 - b. Images will meet the image quality standards.
 - c. You will not transmit duplicate items.
 - d. You will not re-deposit or re-present the original item.
 - e. All information you provide to NCB is accurate and true.

- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. If you are aware of any factor which may impair the collectability of an item, you will not transmit the item.

You agree to indemnify and hold harmless NCB from any loss for breach of this warranty provision.

17. User Security. You agree to keep your mobile device secure and to Log Out and close your Mobile Banking application when not in use. You agree to the security procedures used by NCB in connection with the Service. NCB may employ various authentication technologies, including but not limited to, use of a Username and Password. You understand and agree that you will be responsible for maintaining security and control over your Username and Password.

18. Termination. NCB 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 either party in writing. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement or if you use the Services in a manner inconsistent with the terms of your Account Agreement or any other agreement with NCB.

19. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolutions 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. Other terms. You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Illinois and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Dated 7.1.2019