

# **Atlantic South Bank Mobile Deposit User Agreement**

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of Atlantic South Bank Mobile Deposit and/or other remote deposit capture services that Atlantic South Bank (“ASB”, “us”, or “we”) may provide to you as a consumer or sole proprietorship (“you,” or “User”).

- 1. Services.** The mobile remote deposit capture services (“Services”) are designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by scanning and delivering the images and associated deposit or payment information to Atlantic South Bank or Atlantic South 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 email, text message, or on our website by providing a link to the revised Agreement or by providing an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Services after Atlantic South 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, Atlantic South Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions of the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- 3. Hardware and Software.** To use the Services, you must obtain and maintain, at your expense, compatible hardware, and software. Atlantic South 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 the time of download and installation. Software is for use on iPhones, Android, and Kindle mobile devices. Customer must be enrolled in Atlantic South Bank Online Banking and Atlantic South Bank Mobile Banking and have downloaded the current version of the iPhone, Android, and Kindle applications.
- 4. 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 Atlantic South Bank is converted to an Image Replacement Document for later 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 an item that you otherwise know or suspect, or should know or suspect, as 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 of the United States;
- Checks that are remotely created checks, as defined by 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 Atlantic South Bank’s current procedures relating to Services or which are otherwise not acceptable under the terms of your Atlantic South 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 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.

- 5. Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Service as “For mobile deposit only to Atlantic South Bank account no. \_\_\_\_\_” or as otherwise instructed by Atlantic South Bank. You agree to follow all other procedures and instructions for use of the Services as Atlantic South Bank may establish from time to time. Any items not endorsed in compliance with this provision will be rejected for deposit through the Services.
- 6. 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 Atlantic South 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.
- 7. 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 Service is received and accepted before 5:00 pm Eastern 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 two business days from the day of deposit. Atlantic South Bank, in its sole discretion, may make such funds available sooner or may extend the hold period beyond two business days 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 Atlantic South Bank, in its sole discretion, deems relevant.
- 8. Disposal of Transmitted Items.** Upon your receipt of a confirmation from Atlantic South Bank that we have received an image that you have transmitted, you agree to retain the 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, negotiation, or presentment. During the time, the retained check is available, you agree to promptly provide it to Atlantic South Bank upon request.
- 9. 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 deposit at other times. Our current limits are as follows:
  - The daily dollar limit for deposits is \$5000.00 per business day for consumer accounts;
  - The daily number of deposits allowed for all consumer accounts is 5.Atlantic South Bank may change these limits at any time, at its sole discretion.
- 10. Presentment.** The way the items are cleared, presented for payment, and collected shall be in Atlantic South Bank’s sole discretion, subject to the terms of your account.
- 11. Errors.** You agree to notify Atlantic South Bank of any suspected errors regarding items deposited through the Services right away and, in no event, later than 30 days after the applicable Atlantic South Bank account statement is sent. Unless you notify Atlantic South 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 Atlantic South Bank for such alleged error.
- 12. Errors in Transmission.** By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. Atlantic South Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**13. Image Quality.** The image of an item transmitted to Atlantic South Bank using the Services must be legible, as determined by the sole discretion of Atlantic South Bank. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by Atlantic South Bank, the Board of Governors of the Federal Reserve Board, the Check 21 Act, Reg. CC, Reg. J, applicable state laws, or any other regulatory agency, clearinghouse, or association.

**14. User Warranties and Indemnification.** You validate to Atlantic South Bank that:

- You will only transmit eligible items, as defined in paragraph 5 of this Agreement;
- You will not transmit duplicate items;
- You will not re-deposit or re-present the original item;
- All information you provide to Atlantic South 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 defend, indemnify, and hold harmless Atlantic South Bank from any loss related to your breach of this warranty provision.

Any breach of the above warranties may result in cancellation of the Services for your specific profile in the Atlantic South Bank mobile application, closure of your accounts, or termination of the customer relationship.

**15. Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, investigation of poor quality transmissions, and resolution of customer claims, including 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.

**16. 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 if you use the Services in a manner inconsistent with the terms of your account or any other agreement with us.

**17. 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 later breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or 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.

**18. Ownership & License.** You agree that Atlantic South Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website. 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 Atlantic South Bank's business interest, (iii) to Atlantic South Bank's actual or potential economic disadvantage in any aspect, or (iv) in any manner inconsistent with state or federal regulations or law. You may use the Services only for personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content, and you agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

**19. 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 expressed 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, and (iii) will include the correction of any errors in technology.

**20. 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, loss of profits, goodwill, use, data, or other losses resulting from the use or inability to use the Services incurred by you or any third party arising from or related to the use of or the termination of the use of the Services, regardless of the form of action or claim (whether contract, tort, strict liability, or otherwise), even Atlantic South Bank has been informed of the possibility thereof.