



Mobile Remote Deposit Services Addendum
To the Agreement and Disclosures for
Online Banking and Mobile Banking Services

This is an addendum to the Agreement and Disclosure for Online Banking and the Mobile Banking Services Addendum and sets forth the additional terms and conditions for use of the Mobile Remote Deposit Capture Services offered through Bank of Charles Town (BCT). Except where modified by this Addendum, the Terms and Conditions for Online Banking and Mobile Banking Services remain in effect. This Addendum, the Agreement and Disclosure for Online Banking, and the Mobile Banking Services Addendum constitute the entire agreement between us and you relating to Mobile Remote Deposit Capture Services. If there is a conflict between the Agreement and Disclosure for Online Banking and this Addendum, the terms in this Addendum will govern your use of the Mobile Remote Deposit Capture Services.

1. **Mobile Remote Deposit Capture Services**

The mobile remote deposit capture services (“Mobile Deposit Anywhere” or “Services”) are designed to allow you to make deposits to your checking, money market checking or savings account 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 Agreement; 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.

2. **Definitions**

In this agreement, the words:

“BCT” “Bank”, “us”, “we”, or “our” refers to Bank of Charles Town.

“You”, “your”, or “user” refer to the individual customer or business entity that has applied for and/or uses the Services described in this Agreement, as well as any user you authorize to use the Services on your behalf.

3. **Hardware and Software requirements**

Mobile Deposit Anywhere uses your mobile device and requires our mobile banking apps that are available for both the iPhone and Android Phones. To download the iPhone App visit the iTunes App store and search for Bank of Charles Town or BCT. The Android App is available at <https://play.google.com/store/apps>. Search for Bank of Charles Town or BCT. 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 or properly train personnel to perform, 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 Mobile Deposit Anywhere. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through Mobile Deposit Anywhere. 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 and damages resulting from, or relating to, any computer virus or related problems that may be associated with using the Services, e-mail or Internet. 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.

4. **Deposit Limits**

The Bank reserves the right to establish and assign to you deposit limits for the Mobile Deposit Anywhere (including limits on the dollar amount and/or numbers of checks that you may transmit through Mobile Deposit Anywhere each day and each month) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits.

Refer to the attached Exhibit A for deposit item and dollar limits assigned specifically to your account. Deposit amounts or the number of deposit items exceeding the limits in the attached addendum will require Bank review and approval.

You agree that you will not use Mobile Deposit Anywhere to deposit any items listed below:

- Cash
- Savings bonds
- Travelers checks
- Remotely credited checks or substitute checks
- Checks drawn off a financial institution outside the United States
- Checks not payable in United States currency
- Checks with an alteration on the front
- Checks which you know or suspect are fraudulent or unauthorized
- Checks dated more than 6 months prior to the date of deposit
- Checks payable jointly, unless deposited in an account in the name of all payees
- Checks with any endorsement that is not in compliance with Section 6 of this agreement
- Checks payable to any third party
- Checks which have been previously submitted through the Service or remotely deposited in any other financial institution
- Checks drawn or issued by the United States Treasury
- Checks prohibited by our procedures for the Service or otherwise not acceptable under the terms of your account
- Checks not eligible for deposit under the terms of this agreement

The daily cut off time for Deposits through the MDA Service is 5:00PM to be credited to your account on that date. Deposits made after 5:00PM will be credited on the following business day.

5. **Fees and Charges**

The Bank offers the benefits and convenience of the Services to you at no charge. The Bank reserves the right to charge fees for the Services in the future upon at least a 30-day prior written notice to you.

6. **Endorsements and Procedures**

You agree to restrictively endorse any item transmitted through the Services by including your signature, the words "**FOR MOBILE DEPOSIT ONLY AT BCT**", and **your Bank account number**. You agree to follow any and all other procedures and instructions for use of the Services the Bank may establish from time to time. Endorsements must be made on the back of the item 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. Checks must be made payable to you in order to be transmitted through Mobile Deposit Anywhere. 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 Anywhere 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 Mobile Deposit Anywhere.

7. **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 requirement 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 (maker); 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 the capturing of an image of the Check (such as any required identification written on the front of the Check and any endorsement applied to the back of the Check).

8. **Rejection of deposit**

After we receive Check images and all other required deposit information from you through Mobile Deposit Anywhere, we shall provisionally credit your designated account for the total amount of such Checks. 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 Mobile Deposit Anywhere. 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 Mobile Deposit Anywhere 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.

9. **Unpaid checks**

You are solely responsible for verifying that Checks that you deposit by using Mobile Deposit Anywhere 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 payer financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose 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 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 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 chargeback an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we chargeback may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use Mobile Deposit Anywhere to deposit a substitute check and you may not deposit the original Check through the Service 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 connection with returned Checks.

10. **Duty to report errors**

The Bank will provide you with periodic statements that will identify the deposits that you make through Mobile Deposit Anywhere. In addition, you may access the Bank's Online Banking or Mobile Banking services for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. 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 Mobile Deposit Anywhere have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank through the Service 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 us promptly of any errors, omissions, or discrepancies in a deposit in the manner and within the time periods established in your Bank Account Agreement. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmissions. 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.

11. **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 of this Agreement 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 financial center. The deposit of original checks at a financial center of the Bank shall be governed by the terms and conditions of the Bank Account Agreement and not by the terms of this Agreement. The Mobile Deposit Anywhere Service may be temporarily unavailable due to scheduled system maintenance.

12. **Storage, security and destruction/disposal of the checks**

After you receive confirmation that we have received an image, you must mark the Check as 'Void' and securely store the original Check for fourteen (14) days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two (2) business 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 the 14-day retention period expires, you must destroy the original Check by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never re-submit 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.

13. **Presenting checks more than once**

Once you have used Mobile Deposit Anywhere to deposit a Check you agree not to submit, or allow anyone else to submit, that original Check or a substitute check of that original Check again for deposit through Mobile Deposit Anywhere or by any other means. If you or anyone else submits 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 that we 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 of your account(s) with the Bank in our sole discretion.

14. **Your 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 your "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 us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instruction, messages or authorizations provided to us using your Authentication Method. By accessing Mobile Deposit Anywhere with your Authentication Method, you authorize us to complete the requested transaction(s) through Mobile Deposit Anywhere. Any requests or instructions we receive from you through Mobile Deposit Anywhere using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a written document signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through Mobile Deposit Anywhere using your Authentication Method.

15. **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 304-725-8431 and with

written notice at BCT PO Box 906, Charles Town, WV 25414 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.

16. **Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit Anywhere in your possession and your records relating to such items and transmissions.

17. **Enforceability**

No waiver of any provision of this agreement shall constitute a waiver of any prior or subsequent breach of the agreement. Any waiver shall not affect the Bank's rights with respect to any other transaction or shall not modify this agreement or its terms. In the event that any provision of this agreement is deemed to be invalid, illegal or enforceable 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. **Cancellation of or Changes to Mobile Deposit Anywhere Service**

BCT reserves the right to cancel this service at any time, at our discretion. BCT reserves the right to make changes to this Agreement or service at any time, at our discretion.

EXHIBIT A
Customer Mobile Deposit Anywhere
Application and Acceptance of Terms

I hereby agree to the terms and conditions of the Mobile Remote Deposit Services Addendum to the Agreement and Disclosures for Online Banking and Mobile Banking Services and to the original Account Disclosures provided to me at the time I opened my account with BCT. I further state that my account is satisfactory at the time I requested this service and agree to the preset monthly deposit limit listed below.

The following monthly deposit limits will apply to my Mobile Deposit Anywhere

Monthly Deposit Limits

Total Amount of Deposits per Month: \$2,500.00

Accounts for Access to MDA

Checking _____

Savings _____

Customer:

For Bank Use Only

Customer Name (Printed)

Employee Name (printed)

Customer Signature

Employee Title

Customer Address

Employee Signature

Customer Address

BCT
111 E Washington St
Charles Town, WV 25414

City/State/Zip

Telephone

Date

Email

Date

FOR BANK USE ONLY

Customer Name: _____ **CIF Number:** _____

How the bank will process transactions that exceed the above limit:

Approve

Decline