

# Peoples Savings Bank

## Consumer Mobile Deposit Terms and Conditions

This agreement between you and Peoples Savings Bank contains the terms and conditions for the use of Peoples Savings Bank's Mobile Deposit, and/or other remote deposit capture services that Peoples Savings Bank ("BANK", "us", or "we") may provide to you ("you", or "User"). Other agreements you have entered into with the BANK, including the Depository Agreement and Disclosures governing your BANK account, are incorporated by reference and made a part of this Agreement.

**THIS SERVICE, MOBILE DEPOSIT, IS TO BE USED ONLY FOR PAPER ITEMS THAT ARE PAYABLE TO, AND ENDORSED BY YOU.**

Peoples Savings Bank's **Mobile Deposit** allows you to deposit checks electronically, eliminating the need to make a physical bank deposit.

### **Qualification**

In order to enroll in this service, you must be designated as an owner of a Peoples Savings Bank's account (the "Account") that is eligible for this service and be approved by Peoples Savings Bank.

### **Conditions**

As conditions to the Bank's provision of service, you must maintain the Account in good standing and comply with requirements and restrictions set forth in these Terms and Conditions, as well as those of your Account Agreement.

### **Charges**

There will NOT be a processing charge for *each* deposited item.

### **Deposit Limit**

Each check is considered a separate deposit. You can make multiple deposits in a single mobile session. The initial daily deposit limit for deposits that are electronically deposited through mobile banking is \$2000. There is not a limit on the number of checks you can deposit in a day.

If your check to be deposited is larger than the limits outlined above, you should contact the bank before attempting to deposit the check via the mobile device. 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 deposits will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

### **Eligible Checks**

You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Peoples Savings 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 (UCC).

You agree that you will not 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 Peoples Savings Bank's current procedures relating to the Services which are otherwise not acceptable under the terms of your Peoples Savings 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 U.S. Treasury Department.

### ***Inspecting Physical Checks and Check Images(photograph)***

- **You** are responsible for inspecting both the physical check items and check images as they appear on the screen of your mobile device. Because some physical security features on the actual checks, such as watermarks, may not survive the imaging process, you must manually examine checks prior to transmission to the bank to verify their authenticity.
- Additionally, when depositing a check via MOBILE DEPOSIT, **you** are required to examine check images to ensure the payee name, amount, signature and other important pieces of information are legible and in accordance with the physical check. If they are not, cancel the photograph and re-photograph the item.
- Any original paper check items that remain illegible after repeated scanning/photographing attempts must be physically deposited at the branch.
- You should regularly inspect your mobile image camera to ensure that it is operating optimally. Please refer to the user manual of your mobile device for instructions on equipment cleaning and care.

### ***MICR Lines on the Check***

The bottom of your check contains numeric information that identifies the bank the check is drawn on, the account number and the check number. This information is known as the MICR line (Magnetic Ink Character Recognition). A MICR defect, such as a tear in the MICR line, or markings over the MICR line may inhibit the scanner or mobile phone's ability to read this information. If you receive error messages indicating that the mobile phone is unable to read the MICR line, the check with defects in the MICR line must be physically deposited at a branch of Peoples Savings Bank.

### ***Marking Electronically Deposited Checks as Deposited***

To help ensure that an electronically deposited check is not processed multiple times either as an electronic item and/or a physical check, **Peoples Savings Bank requires that you write the words "for mobile deposit only" on the endorsement line of the check to indicate that it will only be deposited electronically. Peoples Savings Bank will refuse to accept items which are not endorsed in this manner.** Marking a check in this way will also allow you to identify that the item has been photographed and deposited if it becomes intermingled with other non-deposited checks.

### ***Check Safekeeping, Retention and Destruction***

- Check storage and the destruction of items processed through MOBILE DEPOSIT is **your** responsibility because the paper checks are never physically deposited with the bank.
- Peoples Savings Bank requires that MOBILE DEPOSIT customers use reasonable methods to securely store all source documents and all related banking information until destruction. We require that deposited check items be securely stored. To help ensure that checks are not electronically processed more than once or physically deposited at the bank after being electronically deposited, procedures should be established to ensure that only you or another account owner has access to these checks during the retention period.
- Peoples Savings Bank recommends retention of the checks for at least seven business days after the deposit is made in case a check is returned and you need to collect on the check by re-depositing the original item. All items must thereafter be destroyed as soon as reasonably possible. Peoples Savings Bank requires destruction of all checks within 14 days from deposit. Cross-cut shredding is strongly recommended for check destruction.

If you believe you may have deposited a check item more than once, please contact Peoples Savings Bank's Operations

department immediately at 573-486-1444. Do not re-scan/photograph the items. Peoples Savings Bank will provide assistance in determining the best approach for managing the situation.

### ***Processing Your Electronic Item(s)/Availability of Funds.***

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you transmit your Electronic Item(s) to Peoples Savings Bank before 2:00 p.m. CST (the "Cut-Off Time") on any business day, we shall review and process your Electronic Item(s) on that business day. If you transmit your Electronic Item(s) to us after the Cut-Off time on any business day, we shall review and process your Electronic Item(s) on the next business day. Your Electronic Item(s) is deemed to have been received by the Bank when the service generates a confirmation message. Our policy is to make funds from your check deposits available to you on the first business day after the day we receive the deposit. If you should have any questions as to when your funds would become available please review the disclosure: Ability to Withdraw Funds.

### ***Exception Items***

Each business day, on which we review and process your Electronic Item, we will use reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the service (each, an "Exception Item"). "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. We will notify you of each Exception Item through Peoples Savings Bank's online banking secure email or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit your obligation to Peoples Savings Bank.

### ***Chargebacks***

All checks posted to your account through MOBILE DEPOSIT are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited is charged back to us for any reason, you authorize us to charge any of your accounts without prior notice and at any time, for the amount of the returned item, our return fee, any interest paid on that item, and any other fee we pay or incur. We reserve the right to refuse any item for deposit into your account as well as the right to withhold the availability of funds as per the Terms and Condition of your Account Agreement.

### ***Deposits to the Account***

Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the account on the business day that we process the Electronic Item, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Item will be deemed to have been deposited at the office where the account is maintained.

### ***Termination of Service***

Peoples Savings Bank reserves the right to terminate this service at any time and without notice, if in the Bank's sole discretion, the Bank determines that the customer has abused the service or the Bank will suffer a loss if the service is not terminated immediately.

### ***Warranties***

**FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (I) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (II) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT PEOPLES SAVINGS BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (III) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY PEOPLES SAVINGS BANK IMMEDIATELY**

**IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.**

You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original paper items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original paper items as discussed in the *Check Safekeeping, Record Retention and Destruction* section of this document.

***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 PEOPLES SAVINGS BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

***Truncation, Substitute Checks, and Other Check Images***

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.