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# ★ ANCHOR D BANK ★

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## **Mobile Remote Deposit Capture User Agreement**

This *Mobile Remote Deposit Agreement* is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ (“**Customer**”) and Anchor D Bank. This Agreement governs Customer’s use of Bank’s Mobile Remote Deposit Service. Bank offers the Mobile Remote Deposit Service under this Agreement only in association with one or more deposit accounts maintained by Customer at Bank. The terms, provisions and conditions of this Agreement does not replace, but supplements, any and all other agreements (whether now or in the future) that govern any account maintained by Customer at Bank (whether now or in the future) or any other Bank services utilized by Customer (whether now or in the future).

### **1. Services.**

The remote deposit capture services (“Services”) are designed to allow you to make deposits to your checking, savings, or money market accounts using your approved mobile device by scanning checks and delivering the images and associated deposit information to ANCHOR D BANK’s designated processor. There is currently no charge for the Services.

### **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 e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, ANCHOR D 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. Limitations of Service.**

When using the Services, you may experience technical or other difficulties. 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.

### **4. Eligible items.**

You agree to scan and 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 ANCHOR D BANK shall be deemed an “item” within the meaning of Articles 3 and 4 of

the Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any checks or other items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks or items containing an 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.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items that is not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by ANCHOR D BANK's current procedures relating to the Services or which are otherwise not acceptable under the terms of your ANCHOR D 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.

**5. Image Quality.**

The image of an item transmitted to ANCHOR D BANK using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

**6. Endorsements and Procedures.**

You agree to restrictively endorse any item transmitted through the Services. You will be required to endorse (sign) the back of the check and under the signature write "Mobile Deposit Only, ANCHOR D BANK. You agree to follow any and all other procedures and instructions for use of the Services as ANCHOR D BANK may establish from time to time.

**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 ANCHOR D BANK that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or 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 ANCHOR D Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**8. Checks Returned Unpaid.**

You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by Anchor D Bank. The Anchor D Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the paying financial institution. You agree to accept such notices at your address on file with us.

In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize Anchor D 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 Anchor D Bank may charge back 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 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 Service 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.

**9. Availability of Funds.**

You agree that Electronic Images submitted via Bank's Mobile Remote Deposit Capture Services from your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. Our policy is generally to make funds from your Mobile Remote Deposit Capture Services available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using Mobile Remote Deposit Capture Services will not be deemed "received" by us until we have received an Electronic Image that meets all of the requirements for deposits (including all requirements to create a Substitute Check) stated in this Agreement and in any Documentation. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your account. For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make deposit via Mobile Remote Deposit Capture Services by the cut-off time of 4:30 p.m. CST on a day that is not a Business Day, we will consider such deposit made on the next Business Day we are open.

**10. Disposal of Transmitted Items.**

Upon your receipt of a confirmation from ANCHOR D BANK that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented"

or “VOID” and to properly dispose of the item after 5 calendar days to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to ANCHOR D BANK as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for ANCHOR D BANK’s audit purposes.

**11. Deposit Limits.**

We reserve 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, 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.

**12. Hardware and Software.**

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by ANCHOR D BANK from time to time. ANCHOR D 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 time of download and installation.

**13. Errors.**

You agree to notify ANCHOR D BANK of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable ANCHOR D BANK account statement is sent. Unless you notify ANCHOR D BANK 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 ANCHOR D BANK for such alleged error.

**14. Errors in Transmission.**

By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. ANCHOR D BANK bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**15. Presentment.**

The manner in which the items are cleared, presented for payment, and collected shall be in ANCHOR D BANK’s sole discretion subject to the Depository Agreement and Disclosures governing your account.

**16. Ownership & License.**

You agree that ANCHOR D 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 ANCHOR D BANK's business interest, or (iii) to ANCHOR D BANK'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.

**17. Cooperation with Investigations.**

You agree to cooperate with ANCHOR D BANK 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 Service in your possession and your records relating to such items and transmissions.

**18. 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 SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**19. 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 ANCHOR D BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**20. User warranties and indemnification.**

You warrant to ANCHOR D BANK 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 deposit or represent the original item.
- e. All information you provide to ANCHOR D BANK is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

g. You agree to indemnify and hold harmless ANCHOR D BANK from any loss for breach of this warranty provision.

**21. Fees.**

ANCHOR D BANK does not charge a fee for Mobile Remote Deposit Capture. ANCHOR D BANK will not be responsible for any fees that your wireless carrier may charge you.

**22. Termination**

If you wish to cancel the Service, you must notify Anchor D Bank, and you must also discontinue using the Service at that time. You may notify us by e-mailing us at [customerservice@anchorDbank.com](mailto:customerservice@anchorDbank.com) or writing to Anchor D Bank, PO Box 649, Texhoma, OK 73949, or telephoning us at 580-423-7541.

**23. User Security.**

You agree to keep your mobile device secure and to close your Mobile Banking Application when not in use. If you suspect your mobile device has been lost or stolen, you must notify ANCHOR D BANK immediately by calling 580-423-7541.

**24. Other terms.**

You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Oklahoma 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.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Mobile Number: \_\_\_\_\_

Last 3 digits of the Account Number: \_\_\_\_\_

**For Bank Use Only:**

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| Request Taken by: _____ Date: _____ Data Input by: _____ Date: _____ |
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