

## **Mobile Check Deposit Terms & Conditions**

### **Description**

Guaranty Bank's ("Bank") Mobile Check Deposit service ("Service") is designed to allow you to make deposits to your Guaranty Bank checking, savings, or money market accounts 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's designated processor. The device must capture an image of the front and back of each check to be deposited; 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.

### **Hardware and Software Requirements**

You must have a camera-enabled mobile device with either a wireless plan from a compatible mobile wireless provider or wireless Internet access. You must also use a compatible operating system (currently iOS or Android). The Bank 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 Service. You agree that you will perform, or cause to be performed by properly trained personnel, all mobile device 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 the Service. You must install and test your mobile device, your system, and any other required hardware and software before you make your first deposit through the Service. 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. The Bank is not responsible for, and you release the Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, email or the Internet. You agree that all images and files transmitted to the Bank through the Service will contain no viruses or any other disabling features that may have an adverse impact on the Bank's network, data, or related systems.

### **Deposit Limits**

The Bank reserves the right to establish and assign to you deposit limits for the Service and to modify such limits from time to time without notice in the Bank's sole discretion, and you agree to comply with all such limits. All daily limits are per business day. Business days are Monday thru Friday except federal holidays. Deposits completed before 6:00 pm will be included on the current business day. Deposits completed after this time are processed on the next business day and count towards the limits for that day. For example, a deposit completed after 6:00 pm on Friday or anytime on Saturday or Sunday will count towards the limits on Monday and will typically be available on Tuesday.

The Service will be made available to you on the day you open an account and after you have successfully enrolled in Online Banking, Mobile Banking and the Service. The initial limits are as follows:

- \$500 per item,
- \$1,000 per business day, and
- \$2,000 per month.

To qualify for an increase in these limits the account must not be overdrawn during the previous 30 days, have \$400 in deposits and you cannot have any past due loan relationships. After these requirements have been met, Mobile Check Deposit limits will automatically be increased to the following:

- \$2,500 per item,
- \$2,500 per business day, and
- \$10,000 per month.

Account holders with existing Guaranty Bank deposit accounts may qualify for the higher limits immediately upon request.

You may request an increase in these limits by sending a secure email through the Bank's Online Banking service or by visiting one of the Bank's banking centers. The maximum deposit limits are:

- \$5,000 per item,
- \$5,000 per business day, and
- \$25,000 per month.

There is no limit on the number of checks that can be deposited via the Service.

### **Fees and Charges**

The Bank currently offers the benefits and convenience of the Service to you at no additional charge. The Bank reserves the right to charge fees for the Service in the future.

### **Endorsements and Procedures**

You agree to sign and restrictively endorse any item transmitted through the Service as "FOR GUARANTY BANK MOBILE DEPOSIT ONLY." You agree to follow any and all other procedures and instructions for use of the Service as the Bank may establish from time to time. Any loss the Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. 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 the Service 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 (i.e. pay to John Doe *or* Jane Doe), either of you can endorse it. If the check is made payable to you and any non-joint owner (i.e. pay to John Doe *and* Jane Doe), you may not deposit the check into your Bank account using the Service.

### **Check Requirements (Including Image Quality)**

The item transmitted to the Bank using the Service must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established 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 an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

### **Types of Checks**

Checks that cannot be deposited through the Service include but are not limited to the following:

- a. Checks payable to any person or entity other than you;
- b. Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn;
- c. Any checks that are not in original form with a signature, such as substitute checks or remotely created checks;
- d. Checks written on an account at a financial institution located outside the United States;
- e. Checks not payable in United States currency;
- f. Payable through checks or drafts such as insurance claim checks;
- g. Savings bonds;
- h. Travelers checks;
- i. Stale dated (issue date of 180 days or more in the past);
- j. Future/postdated checks;
- k. Counter checks (checks without the name, address, and check number preprinted on the item);
- l. Checks previously deposited in another account at any financial institution.

**Rejection of Deposits and Funds Availability:**

Deposits completed by 6:00 PM on normal business days will be included on that day's business. In the event that the Bank closes early, the 6:00 PM cutoff time for Mobile Check Deposit may be moved up to an earlier time without notice. Provisional credit will be given to your designated account for the total amount of such checks during day-end processing and funds will typically be made available the following business day. The provisional credit is subject to final payment of the checks and is also subject to the Terms and Conditions of Your Account. You agree that all deposits received by the Bank are subject to verification and final inspection and may be rejected by the Bank in its 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 the Service. 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 the Bank normally provides notice of rejected deposits, the Bank may reject any check transmitted through the Service in its sole discretion without notice to you, and the Bank will not be liable for any such rejection or failure to notify you of such rejection. The Bank reserves the right to place a hold on any item in accordance with its Funds Availability Policy. If the Bank rejects a check for remote deposit, you must physically deposit the original check.

**Unpaid Checks:**

Should an original check be requested by the Bank within 30 days of transmission of the check image to the Bank and you fail to produce it within two business days, you authorize the Bank to deduct that amount from your account. You are solely responsible for verifying that checks you deposit by using the Service have been received and accepted for deposit by the Bank. 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, the Bank shall debit the deficiency amount from any of your other account(s) with the Bank in its sole discretion. The Bank's 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 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 the Bank charges 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 the Bank may provide to you in connection with returned checks.

**Duty to Report Errors**

The Bank will provide you with periodic statements that will list the deposits that you make through the Service. In addition, you may access the Bank's Online Banking service for information about your deposits, returned 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 the Service 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 the Bank will be liable for the check. You agree to notify the Bank promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in the Terms and Conditions of Your Account. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. 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 the Terms and Conditions of Your Account shall relieve the Bank of any liability for such error, omission or discrepancy.

**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 or the procedures 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 location. The deposit of original checks at an office of the Bank shall be governed by the Terms and Conditions of Your Account and not by the terms of this Agreement.

**Storage, Security and Destruction/Disposal of the Checks**

After you receive confirmation that the Bank has received an image, you must securely store the original check for 30 calendar days after transmission to the Bank and make the original check accessible to the Bank upon request. At the Bank's request, you will deliver to the Bank within two business days, at your expense, the requested original check in your possession. If not provided within two business days, such amount will be reversed from your account. Promptly after the 30 calendar day retention period expires, you must destroy the original check by first marking it "VOID" and then destroying it 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-present 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.

**Presenting Checks More Than Once**

Once you have used the Service to deposit a check you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through the Service or by any other means. If you or anyone else present 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 the Bank 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, the Bank shall debit the deficiency amount from any other of your account(s) with the Bank in its sole discretion as disclosed in the Terms and Conditions of Your Account.

**Your Authentication Method**

You agree that the Bank is entitled to act upon instructions the Bank receives with respect to the Service under your user ID, password, or other authentication method that the Bank requires (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. The Bank has 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 the Terms and Conditions of Your Account. 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 the Bank from any and all liability, and agree not to make any claim or bring any action against the Bank, relating to the Bank's honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to the Bank using your Authentication Method. By accessing the Service with your Authentication Method, you authorize the Bank to complete the requested transaction(s) through the Service. Any requests or instructions the Bank receives from you through the Service using your Authentication Method shall be considered "in writing" under all applicable laws and shall have the same force and legal effect as a writing 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 the Bank through the Service using your Authentication Method.

**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 the Bank no later than the next business day by telephone at 417-520-0260, by sending a secure email in the Bank's Online Banking service, or by visiting one of the Bank's banking centers 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 the Bank's reasonable judgment, the Bank may audit and monitor you, and you agree

to cooperate with the Bank to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Cooperation with Investigations**

You agree to cooperate with the 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.

**Termination**

The Bank may, at its sole discretion, modify, add or remove portions of the Service or end the Service at any time without notice. The Bank may turn off the Service to you if the Bank suspects fraud, if you misuse the Service, have excessive overdrafts or returned items, or for other reasons in the Bank's sole discretion.