



# ONLINE BANKING DISCLOSURE

## Online Banking, e-Statement, and Mobile Banking Terms and Conditions Disclosure

### ONLINE BANKING

Online Banking is a service provided to you by BCT which permits you to access your accounts with BCT to transfer funds, pay bills or check the status of your accounts. You can access these services with a personal computer, tablet, or mobile device.

To use this service, you must be an existing deposit account customer of BCT. Current customers of the Bank, after reading and accepting the terms and conditions of this disclosure, may apply online for the service, visit a BCT branch location, or call the Call Center at (800)296-8431.

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service and other services to include Mobile, Mobile Deposit Capture, e-Statement and Bill Payment service. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

The terms and conditions described in this Agreement are in addition to all other disclosures and agreements you have received relating to your accounts with BCT.

Note: In accordance with consumer regulations, not all terms and conditions found within this agreement apply to Business Account holders. In addition, some services may not be available to Business Account holders. Contact us at (800)296-8431, for additional information.

BCT is not responsible for the equipment and software you may use to access or use in conjunction with our Online Banking program, nor for any errors, failures, malfunctions, computer viruses or related problems that may be associated with the use of the Online Banking program.

### **Services Available**

The BCT Online Banking system has been designed to allow you to control your financial tasks from a personal computer, tablet, or mobile device. Depending on the services requested, you will be able to:

- View a summary of your accounts, including loans, held at BCT
- Transfer funds between accounts
- Access information regarding deposits, checks, electronic debits and credits and ATM transactions
- Establish payees and schedule current, future, recurring or non-recurring payments
- Categorize payments for budgeting and tax purposes

- Access reports to view payments

You may use the Online Banking System to contact us by secure email.

Any charges or fees associated with your accounts have been provided to you in the Bank's Schedule of Fees and all deposit agreements apply as applicable to the Online Banking system. If these charges or fees are amended at any time, you will be notified of the changes.

The Bank reserves the right to terminate your accounts and the use of the Online Banking system at any time. Upon termination the Bank will make no further transfers or payments from your account, including any transactions you have previously authorized.

## **ONLINE BANKING ELECTRONIC FUNDS TRANSFER DISCLOSURE**

The following provisions apply to those Online Banking Services, including, but not limited to, Mobile Banking Services, used to access Deposit Account(s) of Consumer Customers whose Deposit Account(s) are established primarily for personal, family or household purposes. You understand these provisions may not apply if you are a commercial customer accessing Deposit Account(s) established for business purposes.

### **What is a Business Day?**

Every day is a business day apart from Saturday, Sunday, and a Federal holiday.

### **Notification of Unauthorized Transaction**

If you believe your password has become known by an unauthorized person, or that someone has transferred money or made payments through Online Banking, without your permission you may call BCT at (800)296-8431 or write BCT at:

BCT, Attention: Deposit Operations, P.O. Box 906, Charles Town WV 2541.

### **Liability for Unauthorized Transfers**

Please contact BCT immediately, if you believe an unauthorized person may know your online banking password. A phone call to a BCT representative, at (800)296-8431, will help keep your possible losses to a minimum, by doing so you will not incur losses over \$50.00. A BCT representative will help you determine the best course of action and may require you to sign a written affidavit if there are unauthorized charges on your account.

Anyone who fails to alert BCT within two business days, regarding an Online Banking Password compromise by an unauthorized person, may be liable for as much as \$500.00 in unauthorized charges.

Upon review of your statement, if there are transfers that you did not originate, notify BCT immediately. We may require you to sign a written affidavit. You must notify BCT within 60

days from the date the statement was mailed, or you may be liable for any losses that occur after the 60 days.

### **Limitations on Services**

**Dollar Limitations:** There is a dollar limit of the available balance in your checking account on any payment, IntraBank transfer, or InterBank transfer.

**Transfer Limitations:** Except as provided herein, all Bill Payments and Transfers to and from an account are subject to the terms and conditions of the account, as set forth in the account agreement.

**Available Funds are Required:** All Bill Payments and Transfers initiated through Online Banking are subject to sufficient funds availability in the affected account.

### **ACH Batching**

By entering an ACH transaction, you certify and agree that the information you submit is correct and that BCT, or its correspondents, shall not be held liable for any losses incurred by reason of delays, mistakes, omissions, interruptions, mutilations or errors on the part of the transmitting companies or their employees as such risks are expressly assumed by you the remitter. If a refund is made because of said reasons, BCT shall not be liable for any sum more than the market value of such funds on the date of the refund. ACH transactions must be entered prior to 4:00 pm for processing on the next business day.

### **Wires Transmitted**

By transmitting an outgoing wire transfer, you certify and agree that the information you submit is correct and that BCT, or its correspondents, shall not be held liable for any loss incurred by reason of delays, mistakes, omissions, interruptions, mutilations, or errors on the part of the transmitting companies or their employees as such risks are expressly assumed by you the remitter. If a refund is made because of such reasons, BCT shall not be liable for any sum more than the market value of such funds on the date of the refund. Wires transmitted after 4:00 pm will not be processed until the following business day.

### **FEES**

A fee of \$20.00 will be charged to your account for each Outgoing Domestic Wire from the account the wire is initiated from.

### **Account Information Disclosure to Third Parties**

We will disclose information to third parties about your account or the transfers you make for the following reasons:

- Where it is necessary for completing transfers
- To verify existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with government agency or court orders

- If you give us written permission
- As explained in the separate Privacy disclosure

### **Your Right to Receive Documentation of Transfers Periodic Statements**

You will receive a monthly account statement. If your account is a statement savings not tied to a demand account and no transfers have occurred, you will receive a quarterly statement.

### **Recurring Deposits**

You have the ability to view deposits that are made to a deposit account for 180 days through your Online Banking or you may hear the deposits made for 60 days by calling the automated Touchline 24 number at (800)296-8431. You may also call BCT's Call Center at (800)296-8431.

### **Stop Payments**

Online Stop Payment:

- A check may be stopped after the check has been printed and mailed
- You will be able to view the check number in your online payment history
- The stop payment will be added within your online banking
- Electronic payments may not be stopped
- Applicable fees will apply: \$30.00 for each stop payment placed

### **Offline Stop Payments:**

To request a stop payment for a transaction done through bill pay contact BCT at (800)296-8431 or write BCT at the following address:

BCT: Attention: Deposit Operations, P.O. Box 906, Charles Town WV 25414

BCT will accept a verbal or written notice to stop an Online Banking transaction no later than three business days before the scheduled date of the payment or transfer. BCT may require you to put your request in writing and send it to BCT within fourteen days of your phone call. The notice must detail whether the cancellation applies to one recurring transaction, or all transactions that are recurring for that merchant. You understand that your written notice will only be accepted at the address listed above. A stop payment fee of \$30.00 will apply for each stop payment placed.

If you request that BCT stop one of these payments, three business days or more before the transfer is scheduled, and BCT fails to do so, BCT will be liable for actual damages as a result of our failure to stop the payment

### **Liability for Failure to Make Payments**

If BCT fails to send a payment or make a transfer on time or in the correct amount according to our agreement with you, BCT will be liable for your losses or damages. The following exceptions apply:

- Through no fault of BCT, your account does not contain sufficient funds to make the payment or transfer
- The transfer would go over your overdraft limit
- The ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable
- Circumstances beyond our scope of control, such as fire or flood, prevented the payment or transfer
- A court order or legal process prevents us from making a transfer or payment
- You have previously reported your password lost or stolen, or if we have a reasonable cause to believe there has been unauthorized use of your password
- You default under any agreement with us
- Either party, BCT or yourself terminate the agreement
- The payee does not process a payment correctly, or in a timely manner
- The information supplied by you is incorrect
- The payment was not scheduled properly

### Errors or Questions

For errors or questions regarding Electronic Transfers, please contact, as soon as you can, our Call Center at (800)296-8431 or send written correspondence to:

BCT, Attention: Deposit Operations, P.O. Box 906, Charles Town WV 25414

You may use the same contact methods if you believe your statement is wrong or if you need additional information about a Bill Payment or Transfer listed on the statement. You must contact BCT no later than 60 days after BCT mailed the first statement or made available by an e-Statement (if enrolled) on which the problem or error appeared. A statement is considered to have been sent when it is first made available. Please supply the following information:

- Your name and account number
- Describe the error or payment
- Explain the error or information needed
- List the dollar amount of the suspect transaction

Contact by phone: BCT may require that a written statement be completed within 10 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

BCT will inform you of the results of our investigation within 10 business days from the time you contacted the bank and will correct any errors promptly. There may be occasions where BCT needs to investigate. The maximum investigation time will be 45 days. If a longer investigation time is warranted, BCT will credit your account within 10 business days for the amount you think is in error. You will have use of the funds during our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

BCT will inform you of the investigation results within three business days after completing our investigation. You may ask for copies of the documents that we used in our investigation.

## **e-STATEMENTS**

When you select this option, you will log on to BCT's secure Online Banking web site using your Online Banking password and access ID to view your e-Statements.

A PDF version of your account statement will be made available. The PDF version of your periodic account statement will be the legal statement of record.

### **Review of Periodic e-Statements**

You must promptly access and review your periodic account statement and notify BCT immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your e-Statement, you are still fully responsible to review the periodic account statement for any errors, unauthorized transactions, or any other irregularities.

You agree to provide BCT with an email address to receive your email notifications. It is your responsibility to ensure that BCT always has your correct email address on file.

### **E-Sign Disclosure and Consent**

This agreement is made between you and Bank of Charles Town (BCT) and provides your request and consent to receive statements and notices for your demand deposit account(s) by electronic delivery. These electronic statements and notices are called e-Statements.

By enrolling for e-Statements, you are electing to receive your statement(s)/notice(s) by email. Once enrolled, you will receive your next statement by U.S. mail AND by email; and from then on, you will only receive your statement by email. Although you are opting out from receiving your statement(s)/notice(s) by U.S. mail, you have the option to receive a paper statement, at any time, by request for a fee of \$5.00. Contact the BCT Call Center to request a paper copy of a statement.

There are currently no service charge fees for the use of e-Statements. However, you agree that BCT has the right to institute or change the fees for e-Statements upon thirty days prior written notice to you. In addition, BCT has the right to amend these terms and conditions from time to time providing you with written notice of the amended terms and conditions.

You agree to waive and release any claims against BCT arising out of or that may in any way be related to the use of e-Statements, except for those claims resulting solely from the negligent acts or omissions of the Bank. You agree that you are solely responsible for any loss due to use of e-Statements by you, any authorized user, or any unauthorized user or recipient who gains access to e-Statements through your computer or information obtained directly or indirectly from you.

You must have at least one BCT demand deposit account to enroll for e-Statements. Adobe



Acrobat Reader® version DC or higher is required to open and view your statement(s)/notice(s)\*. To download the latest version of Adobe Acrobat Reader®, [click here](#). We also recommend that you use the latest browser version available that supports 128-bit SSL Encryption.

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You will need email access with at least 1MB of free space to receive your statement(s)/notice(s). If you are using a 'Spam Blocker' with your email program, be sure to add "BCT" <onlinebanking@mybct.com> to your list of acceptable contacts or "friends" list. Your statement(s)/notice(s) will be sent to the email address that's on file with BCT. It is your responsibility to keep your email address updated with BCT. You have the option to have your statement(s)/notice(s) emailed to one additional recipient. It is your responsibility to maintain the ID, password, and email addresses for this additional recipient.

BCT will give you notice at least 30 days in advance of any change to hardware and/or software requirements to receive e-Statements in the future. In the event of a change to the hardware and/or software requirements, users will also have to re-consent to the e-Statements disclosure.

With e-Statements, you receive next day delivery of your statement(s)/notice(s). The delivery method used is a 'Push' method meaning your statement(s)/notice(s) are emailed to you as a secure.pdf (Portable Document Format) attachment.

Statement(s)/notice(s) are sent as a "shell" .pdf without customer data. Once the user logs into e-Statements, the ID and Password are authenticated, and the data fills the PDF document. The data included in the statement(s)/notice(s) is streamed via a secure 128-bit SSL encryption.

Be sure to verify your security phrase on all emails sent to you regarding e-Statements. If your security phrase is missing or incorrect, the email is not authentic, and you should contact BCT immediately. Your Online Banking ID and password are your keys to e-Statements. It takes both identification keys to gain access. No one representing BCT will ask for your password. You should never give your password to anyone who asks for it in an email or by phone or anyone else who you do not want to have access to your account.

Statement(s)/notice(s) can be printed or saved to a file on your computer for easy storage. Statement(s)/notice(s) will be available for 18 months in Online Banking for your convenience.

You can update your email address and security phrase at any time by logging into Online Banking and going under the e-Statements section. From there, click on the link for "email" where you will be able to change your email address and/or security phrase.

BCT will make a "good faith attempt" to resend email that was returned as "undeliverable". If BCT is unsuccessful, a "paper" copy of the statement will be sent to the mailing address we have for you on file at a cost of \$5.00 per statement.

You have the right to terminate e-Statements at any time by logging into Online Banking and changing your e-Statements settings from the Document Settings tab. BCT has the right to terminate its obligation to provide electronic statement(s)/notice(s) services to you upon ten days prior written notice.

By consenting to received electronic statement(s)/notice(s) you agree you can view and open the sample e-Statement document indicating that your systems meet the requirements for utilizing e-Statements.

By selecting the option 'I accept' and your use of this service signifies that you have read and accepted all the terms and conditions listed above.

## Mobile Banking

Mobile Banking Services allows you to:

- View current balance information for your personal and/or linked accounts.
- Review available transactions for your accounts.
- Transfer funds between your internal accounts on either a one-time or recurring basis.
- Pay bills.
- View contact telephone numbers and additional contact details.
- View account alerts and notifications.
- View branch locations.

## MOBILE REMOTE DEPOSIT CAPTURE SERVICES ADDENDUM

There are 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.

### **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.

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.

### **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 directly with the third-party software provider at the time of download and installation. We are not responsible for, and you release us from, 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.

### **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.

The Mobile Deposit Limits are as follows:

\$2500.00 per Day

\$2500.00 per Month

Deposit amounts or the number of deposit items exceeding the limits 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 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.

## **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.

## **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 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 1 1/2 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 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.

### **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).

### **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.

### **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. If 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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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 (800)296-8431 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**.

### **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.

*Revised: 06/09/2020*