

## Casey State Bank Mobile Check Deposit Terms and Conditions

(Effective October 1, 2020)

**General Terms/Services** The Mobile Check Deposit services ("Services") are designed to allow you to make deposits to your checking or savings accounts electronically through the use of a mobile device by delivering the images and associated deposit information to Casey State Bank 's designated processor.

**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 with a new Terms and Agreement at log-in to Mobile Banking. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after Casey State Bank has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Casey State 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.

**Qualification:** In order to enroll in this service, you must be designated as an owner of a Casey State Bank checking account (the "Account") **that is eligible for this service and be approved by Casey State Bank. Additional qualifications that may be required are:**

- Must have an eligible account for at least 6 months
- All deposit accounts must have a positive balance
- All loans must be current
- Account must not have had more than 3 overdrafts within the last 12 months
- Account must have an average daily balance of \$100.00 for the last 6 months

**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 the Deposit Account Agreement.

**Limitations of Service:** When using the Services, you may experience technical or other difficulties. Casey State Bank is not responsible for any technical or other difficulties or any resulting damages that you may incur. Some of the Services may 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.

**Fees:** A processing charge of \$0.50 will be assessed for each deposit. The processing charge(s) for each month will appear as one charge on your account statement as "Mobile Deposit(s)" and the fee will be charged to your account on the day your statement is processed.

**Eligible items:** 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 Casey State 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.

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 Casey State Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Casey State 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.
- Checks or items which are missing a sequence number and pre-printed address or account number of the account holder, which are sometime referred to as “Counter Checks”.

**Endorsements and Procedures:** You agree to endorse any item transmitted through the Services with ***“For Mobile Deposit Only”*** along with your signature on the endorsement line of the check to indicate that this item will only be deposited electronically. Casey State Bank may refuse to accept items which are not endorsed in this manner. You agree to follow any and all other procedures and instructions for use of the Services required by Casey State Bank.

**Rejected Items:** Deposit items which have been rejected may not be resubmitted electronically for up to 24 hours after the initial deposit. Ineligible deposit items or rejected deposit items containing the restrictive endorsement of “For Mobile Deposit Only” may be deposited at the teller line of any branch location. Acceptance of any such rejected deposit items containing the specified endorsement are at the sole discretion of Casey State Bank.

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

**Availability of Funds:** You agree that items transmitted using the Services are not subject to the funds availability requirements Reg. CC. In general, if an image of an item you transmit through the Service is received and accepted before 3:00 p.m. Central Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available the next business day from the day of deposit; Casey State Bank may, however, delay availability of funds based on such factors as Casey State Bank, in its sole discretion, deems relevant.

**Disposal of Transmitted Items:** Upon your receipt of a confirmation from Casey State Bank that we have received an image that you have transmitted, you agree to prominently mark the item as “Electronically Presented” and to never re-present the item. You agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted as an image, mark it “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Casey State Bank upon request.

**Deposit Limits:** Casey State Bank has established limits on the dollar amount and/or number of items or deposits that you may make. These limits are as follows:

Maximum Number of Deposits Per Day = 5  
 Maximum Dollar Limit Per Deposit Item = \$2,000  
 Maximum Daily Dollar Limit = \$4,000  
 Maximum Monthly Dollar Limit = \$8,000

These limits may change from time to time. If you attempt to initiate a deposit in excess of these limits, the deposit will be rejected. Once a deposit is rejected, it may not be electronically deposited again.

**Deposited Funds on “Hold”:** We may place a “hold” on your account for the amount of a deposited check to ensure that there are sufficient funds to cover the check amount if the deposited check is returned unpaid. If we do place a hold on your deposit, you will be notified of the dates the funds will be available for the payment of checks or withdrawals.

**Presentment:** The manner in which the items are cleared, presented for payment, and collected shall be in Casey State Bank’s sole discretion subject to the Deposit Account Agreement governing your account.

**Errors:** You agree to notify Casey State Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Casey State Bank account statement is sent. Unless you notify Casey State

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 Casey State Bank for such alleged error.

**Errors in Transmission:** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Casey State Bank bears no liability to you or others for any such intercepted or misdirected items, or for information disclosed through such errors.

**Image Quality:** The image of an item transmitted to Casey State Bank using the Services must be legible, as determined by Casey State Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Casey State Bank, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**User Warranties and Indemnification:** You warrant to Casey State Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Casey State Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- If you are aware of any factor which may impair the collectability of an item, you will not transmit the item.
- You agree to indemnify and hold harmless Casey State Bank from any loss for breach of this warranty provision.

**Cooperation with Investigations:** You agree to cooperate with us 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:** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or if you use the Services in a manner inconsistent with the terms of your Deposit Account Agreement or any other agreement with us.

**Enforceability:** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable 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.

**Ownership and License:** You agree that Casey State 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 Casey State Bank's business interest, or (iii) to Casey State Bank's actual or potential economic disadvantage. 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.

**Disclaimer of Warranties:** You agree that 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 no infringement. We make no warranty that (i) the Services will meet your requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the Services will be accurate or reliable; or (iv) any errors in the Services or technology will be corrected.

**Limitation of Liability:** You agree that Casey State Bank 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 these Services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Casey State Bank has been informed of the possibility thereof.

**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 Casey State Bank immediately by calling 1-866-666-2754 to disable your mobile banking application.

**Other Terms:** You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Illinois 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.