

Mobile Remote Deposit Capture (MRDC)

Agreement and Disclosure Online Banking Addendum

- This Agreement contains the terms and conditions for the use of American National Bank & Trust's (ANB&T) Mobile Remote Deposit Capture (MRDC) service. Other agreements entered into with ANB&T, including the Depository Agreement and Disclosures governing ANB&T accounts, are incorporated by reference and made a part of this Agreement.
- **Services-** The mobile remote deposit capture services ("MRDC") are designed to allow deposits to checking accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to ANB&T or ANB&T's designated processor. Any fee for MRDC will be disclosed on the most recent Fee Schedule, available at www.amnat.com.
- **Acceptance of these Terms-** Use of the MRDC constitutes acceptance of this Agreement. This Agreement is subject to change from time to time. Notifications of any material change are made via e-mail or through our App by providing a link to the revised Agreement. Continued use of MRDC will indicate acceptance of the revised Agreement. Further, ANB&T reserves the right, in its sole discretion, to change, modify, add, or remove portions from MRDC. Continued use of MRDC will indicate acceptance of any such changes to MRDC.
- **Limitations of Service-**When using MRDC, technical or other difficulties may be experienced. ANB&T cannot assume responsibility for any technical or other difficulties or any resulting damages that may be incurred. There may be qualification requirements for use of MRDC, and ANB&T reserves the right to change the qualifications at any time without prior notice. ANB&T reserves the right to change, suspend or discontinue MRDC, completely or in part, or an individual's use of MRDC, completely or in part, immediately and at any time without prior notice.
- **Eligible items-** Users agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). Users agree that the image of the check transmitted to ANB&T shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted.
- **Ineligible Items-** It is agreed that users will not use MRDC to scan and deposit any checks or other items as shown below:
 - Checks or items payable to any person or entity other than the account holder (third party checks)
 - checks or items drawn or otherwise issued by the user or any other person on any of the users accounts or any account on which the user is an authorized signer or joint account holder
 - Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which the user knows or suspects, 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

- Checks or items drawn on a financial institution located outside the United States
- Checks or items that are remotely created checks
- Checks or items not payable in the United States
- Checks or items dated more than 6 months prior to the date of deposit
- Checks or items prohibited by ANB&T's current procedures relating to MRDC or which are otherwise not acceptable under the terms of your ANB&T deposit agreement
- **Image Quality-** The image of an item transmitted to ANB&T using MRDC 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.
- **Endorsements and Procedures-** It is agreed to restrictively endorse any item transmitted through MRDC as "For Mobile deposit only, ANB&T account #" or as otherwise instructed by ANB&T. User agrees to follow any and all other procedures and instructions for use of MRDC as ANB&T may establish from time to time. In the event a check is deposited twice, the user agrees that ANB&T may charge a duplicate item fee to your account. For more information regarding fees, see our Schedule of Fees & Charges.
- **Receipt of Items-** ANB&T reserves the right to reject any item transmitted through MRDC, at the Banks discretion, without liability to the user. ANB&T is not responsible for items not received or for images that are dropped during transmission. An image of an item shall be deemed received when the user receives a confirmation from ANB&T that the image was received. Receipt of such confirmation does not mean that the transmission was error free or complete. If, after ANB&T confirms the receipt of a check image, ANB&T determines that the check is a Prohibited Check, user agrees that ANB&T may charge the amount of the check back to the Account deposited. User agrees that ANB&T will not be liable to the user for any loss, costs, or fees as a result of the exercise of chargeback rights.
- **Availability of Funds.** For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Deposits will be processed two times each day with cut-off times of 9:30 am CST & 2:30 pm CST. If you make a deposit before 2:30 pm on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:30 pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open. You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal and/or use on the **NEXT** business day after we receive your deposit; however, longer delays may apply. You also understand that credit is provisional until settlement is final. Refer to our Funds Availability Policy for complete information, available at www.amnat.com. ANB&T may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction information, and such other factors as ANB&T, in its sole discretion, deems relevant.

- **Disposal of Transmitted Items-** Upon receipt of a confirmation from ANB&T that the image of an item was received, user agrees to prominently mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item after 60 days to ensure that it is not represented for payment. User agrees never to represent the item. User will promptly provide any retained item, or a sufficient copy of the front and back of the item, to ANB&T as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for ANB&T’s audit purposes.
- **Deposit Limits-** ANB&T reserves the right to impose limits on the amount(s) and/or number of deposits that the user transmits using MRDC and to modify such limits from time to time. The manner in which the items are cleared, presented for payment, and collected shall be in ANB&T’s sole discretion subject to the Depository Agreement and Disclosures governing your account.
- **Hardware and Software-** To use MRDC, the user must obtain and maintain, at users expense, compatible hardware and software as specified by ANB&T from time to time. Current versions of MRDC are for use on smart phones with Apple or Android operating systems. ANB&T does not support Windows phones with the app. ANB&T is not responsible for any third party software you may need to use MRDC. Any such software is accepted by the user 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
- **Error Transmission-**User agrees to notify ANB&T of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable ANB&T account statement is sent. Unless user notifies ANB&T within 60 days, such statement regarding all deposits made through MRDC shall be deemed correct, and the user is prohibited from bringing a claim against ANB&T for such alleged error.
- **Ownership & License-** User agrees that ANB&T retains all ownership and proprietary rights to MRDC, associated content, technology, and website(s). Use of MRDC is subject to and conditioned upon your complete compliance with this Agreement by the user. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates the users right to continued use without limiting the restriction of the foregoing, user may not utilize MRDC (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to ANB&T’s business interest, or (iii) to ANB&T’s actual or potential economic disadvantage in any aspect. The user may utilize MRDC only for non-business, personal use in accordance with this Agreement. The user 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 MRDC.
- **DISCLAIMER OF WARRANTIES-** USER AGREES UTILIZATION OF MRDC AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT THE USERS RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ANB&T DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF MRDC, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANB&T MAKES NO WARRANTY THAT MRDC (i) WILL MEET THE USERS 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 MRDC OR TECHNOLOGY WILL BE CORRECTED

- **LIMITATION OF LIABILITY-** USER AGREES THAT ANB&T 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 MRDC 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 MRDC, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANB&T HAS BEEN INFORMED OF THE POSSIBILITY
- **User warranties and indemnification-** User warrants to ANB&T that:
 - User will only transmit eligible items
 - Images will meet the image quality
 - User will not transmit duplicate items
 - User will not deposit or represent the original item
 - All information provided to ANB&T is accurate
 - Users will comply with this Agreement and all applicable rules and laws
 - Users agree to indemnify and hold harmless ANB&T from any loss for breach of this warranty
- **Other-** Users may not assign this Agreement. This Agreement is entered into in Wichita Falls, Texas, and shall be governed by the laws of the State of Texas 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.