

## BUSINESS MOBILE CHECK DEPOSIT AGREEMENT

By enrolling in our optional Business Mobile Check Deposit feature, you agree to the terms and conditions stated herein. Our Business Mobile Check Deposit feature permits customers enrolled in Online/Mobile Banking with the ability to remotely deposit a check(s) made payable to the depositor through the use of our EZ Banking App on your mobile device. Additionally, you understand that any modification of your Online/Mobile Banking profile such as adding or removing an account, or a change to your email address may require separate authorization and actions to effect the change on your ability to utilize the Business Mobile Check Deposit service.

Our Business Mobile Check Deposit Service (the "Service") will be governed by the provisions of this Agreement, the Bank's current **Customer Agreement & Schedule of Charges, Books I & II** for the account(s) used with the Service, and other written documentation Farmers & Merchants Bank of Central California ("Bank") publishes. If the terms of this Agreement are inconsistent with the other documents applicable to the Service, this Agreement will control.

This Agreement outlines the conditions and responsibilities Bank is providing that permits a user to remotely deposit a check through our EZ Banking App ("App"). Bank will use reasonable efforts to make the Service available for use on a continuous basis however the Service may be unavailable for short periods of time for regular or emergency system maintenance. Bank will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, for example; an outage with the Internet. Bank will use diligent efforts to re-establish the Service as promptly as practical. Bank does not promise the Service will always be available for your use and may elect to discontinue this Service at any time. If Bank chooses to discontinue the Service, reasonable notice will be provided in advance of as outlined below.

For questions regarding content of this Agreement, use of the Service, deposit timing, or eligibility of deposit items, please contact a Call Center Representative or Online Banking Specialist at (800) 888-1498 during normal business hours.

### **CHANGES IN TERMS AND NOTICES**

Bank may from time to time and at any time amend, modify, add or delete (collectively and individually a "change") the terms of this Agreement by providing you with prior notice. If prior notice is not required by law, no such notice may be given to you as a condition of the change. In addition, prior notice need not be given where an immediate change in terms of the Agreement or suspension of the service is necessary to maintain the security of your account.

### **GENERAL AUTHORIZATION**

By enrolling in this voluntary Service, the user is authorizing Bank to process all deposits initiated through the Service, and to credit or debit (when applicable) the account enrolled in the Service. Bank will not be able to determine whether or not you are the person who initiates the deposit if that person uses the User ID and Password assigned by Bank or the User ID and Password you have created. It is imperative that you maintain the secrecy of your password. Any transaction made on the basis of your password will be presumed to be yours, and will be handled accordingly. The user acknowledges and agrees to abide by the terms and conditions outlined in this Agreement including but not limited to: deposit limits, restrictions, and timing which are established and maintained by Bank and may change from time to time and without prior notification. The user acknowledges that any modification of the Online/Mobile Banking profile may require separate authorization to effect the change on your ability to utilize the Business Mobile Check Deposit service. Lastly, the user acknowledges and understands Bank will utilize commercially reasonable efforts and standards set forth to ensure image quality and collectability of the item which may prevent the imaged item from being accepted during our review and processing.

### **DEFINITIONS**

For the purpose and scope of this Agreement and the Service, the following definitions are applicable:

- "Agreement" refers to this document titled BUSINESS MOBILE CHECK DEPOSIT AGREEMENT.
- "Approved" refers to Bank acting on the enrollment form or receipt of an image meeting minimum submission requirements.

- “Business Day” is a day on which Bank is open and conducts normal business. Does not include weekends or federal holidays.
- “Check” refers to a paper based negotiable instrument, in its original form, and as further defined in Regulation CC.
- “Deposit” refers to the action taken by Bank to credit funds to the designated account.
- “Deposit Account” refers to a designated Checking or Savings account held at Bank and enrolled in the Service.
- “Device” refers to your personal mobile phone or tablet with Internet access and camera (e.g. iPhone, iPad, or Android).
- “Endorsed” refers to the signing on the reverse side of the Check, which provides instructions and claims interest in the item.
- “Exception” refers to an item with an error or deemed ineligible to which Bank may adjust or reject the deposit upon review.
- “Limit(s)” refers to the collective limitation placed on the volume and/or amount of deposit activity permitted.
- “Received” refers to the imaged item being present on Bank’s system and meets minimum deposit requirements.
- “Rejected” refers to the Bank’s refusal to accept and honor the imaged item for deposit.

### **USAGE REQUIREMENTS**

The user is responsible for possession, installation, training, and maintenance of Device, along with any fees imposed by the wireless carrier when utilizing the Service. Bank assumes no responsibility for incompatibility or defects related to Device that the user owns or possesses.

### **ENROLLMENT REQUIREMENTS**

Bank maintains minimum standards for enrollment in the Service for eligible and qualified businesses. Failure to meet these minimum standards may result in the Service being refused or rescinded at the sole discretion of the Bank:

- You are a customer of Bank with active login credentials for our Online/Mobile Banking platform.
- You are enrolled in Mobile Banking and utilize the current version of our EZ Banking App on your Device.
- You maintain a valid email address on file with the Bank
  - A valid email address is required to receive notifications regarding the status of your mobile deposits. Contact us to update your email address in the Service, if applicable
- Your enrolled business deposit account(s):
  - is in good standing and opened for a minimum of 60 days, and
  - has no more than one (1) ‘Non-Sufficient Fund’ item within 60 days prior to the activation of the service, and
  - has no overdrafts within 60 days prior to the activation of the service.
  - Tier 2 only, average daily balance of \$5,000 or open Line of Credit with the Bank.

Periodic reviews may be performed by Bank to ensure continued eligibility of the Service. Degradation of account performance, suspicious activity, returned deposited item volume, or violations of the terms and conditions of this Agreement may result in the Service being deactivated at which time the Bank will send a notice to the address the user has on file should such action occur.

### **DEPOSIT LIMITS AND TIMING**

In accordance with this Agreement, users may deposit a check(s) up to these daily and monthly limits:

- Maximum of 25 checks per calendar month (Tier 1) or a maximum of 50 checks per calendar month (Tier 2).
- Maximum of \$5,000 in total deposits per day and a maximum of \$15,000 in total deposits per calendar month (Tier 1) or a maximum of \$5,000 in total deposits per day and a maximum of \$30,000 in total deposits per calendar month (Tier 2).

Funds from a Mobile Deposit are not available for immediate use. Bank will generally make the funds from the deposit available for use the next business day if the deposit was received prior to 6:00 p.m. Pacific Time each business day. Deposits made after the cutoff time or on weekends and federal holidays will be processed the next business day with funds generally being available the following business day. However, depending on the actual timing of the deposit processing and/or the image quality of the deposit, it may not be possible to guarantee next day availability. Bank will take steps to notify you by email as quickly as possible should this situation arise.

## **DEPOSIT ACCEPTANCE REQUIREMENTS**

Upon enrollment and activation of the Service, the user agrees to the following requirements that each deposited item is:

- legible and made payable solely in the name of the depositor.
- be properly endorsed on the back side of the check with the signature of the depositor and specifically states “For Mobile Deposit Only with F&M Bank”.
- be credited to the account for which the actual depositor is an Account Owner or Authorized Signer.
- a check that is drawn on a financial institution located in the United States (excludes items such as insurance drafts, home equity checks, credit card advance checks, savings bonds, money orders, and travelers checks).
- in its original form and has not been previously deposited or negotiated.
- not stale dated (more than six months old) or post dated (a future date).
- not altered, counterfeited, or derived from unlawful (illegal or fraudulent) activity.
- maintained by the user in its original form after depositing for a period of at least 5 days but no more than 14 days at which time the user should properly destroy the check, such as shredding or similar event.

We reserve the right to reject any item transmitted through the Service, 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 us that we have received the image. A deposit confirmation screen will display upon completion of a mobile deposit. In addition, notification of the mobile deposit is sent to the email address Bank has on file for the Service. The Reference Number provided in the email may be used for tracking purposes and does not imply Bank will honor the requested deposit. The email will indicate the action taken on the item (Deposit was Received, Deposit was Rejected, or Deposit was Adjusted). We further reserve the right to charge back to your account at any time any item that we subsequently determine did not meet the deposit acceptance requirements.

## **FEES**

With enrollment in the Service and upon use, the user agrees to Bank’s current fee of \$10.00 per returned deposited item (chargeback) should the deposited item be returned for any reason. If these fees change, notification of such action will be provided in advance as outlined above in the section titled “Changes In Terms and Notices”.

## **CANCELLATION AND TERMINATION OF THE SERVICE**

Bank or the user may cancel this Agreement at any time upon written notice to the other party. In addition and at our sole discretion, Bank may either temporarily or permanently deactivate the Service and when such action occurs, notification of such action will be provided pursuant to the section titled “Changes In Terms and Notices”.