



## **Mobile Deposit Service for Customers Addendum to Online Service Agreement**

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time on the Digital Banking Page of our website or type in URL, [www.resource.bank/digital-banking.php](http://www.resource.bank/digital-banking.php) to bring you directly to the page. In order to print any Agreements and Disclosures, select File from the menu bar and then select Print. Select OK in the Print Setup box.

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#### **1. Definitions**

The following terms and definitions apply when used in this Addendum.

**“Account”** or **“Accounts”** means one or more checking, savings, money market deposit or loan account that you have or been given access to with us.

**“Authorized Person”** means with respect to an individual or business account, each person who has interest in or authority to transact business in such account and, with respect to a business, each person listed as an authorized signor on the signature card for such account or otherwise authorized to transact any business with respect to such account.

**“Bank,” “us,” “we,” “our,”** or **“ours”** means Resource Bank or affiliate which provides you services and any agent, independent contractor, designee, or assignee that we may, at our sole discretion involve in the provision of the Service.

**“Business Days”** means Monday through Friday and the Bank is open for business. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

**“Mobile Device”** refers to your mobile telephone, computer, tablet, or other device and associated software used to access the Service.

**“Non-Business Day”** means a day the Bank is not open such as Federal Holidays, or weekends (Saturdays and Sundays), or Acts of God including, but not limited to lightning, adverse weather of greater duration or intensity than normally expected.

**“Online Service”** collectively means Resource Bank Online Banking, Resource Bank Mobile Banking, Resource.mobi, and any applicable software products and associated documentation we may provide through those websites and mobile applications, or to use the products, services, or functionality offered through those websites and mobile applications.

**“You”** or **“Your”** means an individual or entity that is the owner of an account or an interested party or an Authorized Person.

Other definitions may be set forth elsewhere in this Agreement.

## **2. General Terms Applicable to All Users**

**PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE.**

You agree not to attempt to log on to the Website from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Website from one of these countries may result in your access being restricted and/or terminated.

If you use Resource Bank’s Website or systems to access data related to any Account(s) of which you are not the owner or authorized user as reflected in Resource Bank’s systems, you shall indemnify, defend all claims, and hold harmless Resource Bank and all of its officers, directors, employees, agents, successors, and assigns from any and all losses, liabilities, damages, and all related costs and expenses, arising from, relating to, or resulting from such access whether directly or indirectly.

As a subscriber to the Resource Bank Mobile Deposit Service (“Service”), this Addendum (“Addendum”) amends and becomes a part of the Online Service Agreement and the deposit account agreement governing your Account(s), as amended from time to time (“Documentation”) between Resource Bank and you using the Service. The terms of the Documentation are hereby affirmed, ratified, and incorporated herein and shall continue to apply in all respects, as amend hereby.

## **3. Addendum**

This Addendum contains the terms and conditions for this Service. You agree to the terms and conditions of this Addendum by clicking “Accept” and each time you use the Service. Not all Accounts are eligible for the Service. The terms and conditions of this Addendum are in addition to the other agreements, terms, conditions, disclosures, software and fee schedules you have from us related to your Account including those for the Online Service Each Authorized Person is required to have his/her own Access ID and password as described in the Online Service Agreement. You agree that any violation of this Addendum or any other agreement related to this Service will result in either us restricting and/or terminating access to the Service and/or Online Service immediately without prior notification.

#### 4. Mobile Application Requirements

All required mobile application requirements will be at your expense

| Mode                | OS  | Devices  |
|---------------------|---|--|
| iPad®               | iOS 9.1+  | iPad (including iPad mini and iPad Air): <ul style="list-style-type: none"><li>▪ 4</li></ul>                               |
| iPhone®             | iOS 9.1+  | iPhone: <ul style="list-style-type: none"><li>▪ 4s</li><li>▪ 5, 5s, 5c</li><li>▪ 6, 6s, 6Plus</li><li>▪ 7, 7Plus</li></ul> |
| Android®            | Android 4.2+  | Various devices  |
| Baseline Mobile Web | Various platforms (Including Blackberry and Windows)  | Various devices  |
| Enhanced Mobile Web | <ul style="list-style-type: none"><li>▪ iOS 5.1+</li><li>▪ BB OS 6+</li><li>▪ Android 2.1+</li><li>▪ Windows Phone 8.0+</li></ul> | Various devices  |

#### 5. Security

You are responsible for protecting our Mobile Device against unauthorized use as well as any losses and damages from unauthorized access. You will protect your Mobile Device, set up strong passwords and take other reasonable security precautions to protect your Mobile Device from unauthorized use. You will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment. We are not responsible or obligated for any of these security measures.

#### 6. Access

The Service is generally accessible 24 hours a day, seven days a week, except that the Online Service may be inaccessible for a reasonable period from time to time for system maintenance. We are not liable under this Addendum or any other addendum for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, restrict, or terminate access to the Service at any time and for any reason without notice.

#### 7. Mobile Deposit Service

In order to use this Service, you must be an Authorized Person of a Resource Bank checking or savings account (“Eligible Account”). The Service is designed to allow you to make certain deposits to an Eligible Account electronically by using the Resource Bank application and capture device (such as smartphone or other mobile device).

##### *General*

Create electronic images of the front and back of a paper check, money order, or travelers check (“Item”) by scanning the Item. Transmit the Item through to us or our processor for review and process in accordance to this Addendum. We may, at our discretion, return or refuse to accept a deposit to your Account using the Service at any time and will not be liable in doing so even if such action causes outstanding debits or outstanding checks to your Account to be dishonored, returned, or paid with a fee. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

##### *Eligible Items for this Service*

Only Eligible Items can be used through this Service. Items that are not eligible for this Service include but not limited to:

- Items not payable in U.S. currency;
- Items not drawn on a financial institution located in the U.S.;
- Items payable to someone other than you;
- Savings bonds;

- e. Checks authorized over the telephone and created remotely;
- f. Checks that never existed in paper form;
- g. Items that must be authorized or activated by us prior to being deposited;
- h. Items that are not legible or do not conform to our Image processing standard;
- i. Items that contain alterations or that we suspect are fraudulent, not authorized, suspicious or not likely to be honored; and
- j. Items that are not dated, post-dated, more than 6 months from deposit date, or missing proper endorsement

### ***Endorsement***

Before scanning any Item, you must endorse all Items noted below with:

- a. "For RB Deposit Only"
- b. Your Signature or Business Name
- c. Last 4 of account number
- d. Date of Deposit

You agree that any improper endorsement will result in the Item being rejected and not sent for processing. After the Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check.

### ***Fee***

There is no fee for this Service.

### ***Image Transmission***

All images you transmit to us through the Service must be legible and meet the hardware and software requirements noted above. If the image of the item does not comply with our requirements for content and/or format, we may in our sole discretion:

- a. Transmit the Item and data in the form received from you;
- b. Fix or attempt to fix the Item or data and then further transmit it; and
- c. Return the Item to you unprocessed to either correct error or bring physical item into a branch for deposit

### ***Funds Availability***

Items submitted through this Service are subject to the Funds Availability Requirements of the Federal Reserve Board Regulation CC. However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion.

## **8. Limit**

The maximum daily amount you may deposit through the Service ("Maximum Daily Limit") is \$50,000.00 per day. However, at our sole discretion, we may allow transactions that exceed your Maximum Daily Limit. We reserve the right to modify the foregoing limit and will notify you to the extent in which is required by law.

## **9. Cutoff Time**

If we receive a scanned Item at or before 3:00pm Central Standard Time (CST) on a business day we are open, we will consider that day to be the day of deposit. Any scan Item after 3:00pm CST or on a weekend, federal holiday, or day the bank is not open, we will consider that deposit to be made on the next business day.

## **10. Business Customers**

Each business that uses the Service must be organized, licensed, and authorized to do business in the U.S. as the law requires. Each business using the Service will only permit an Authorized Person to use the Service in connection with any Eligible Account owned by the business.

## **11. Termination, Suspension, or Limitation of the Service**

We reserve the right to terminate, suspend, or limit your access to the Service, in whole or part, at any time for any reason without prior notice. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Addendum for all purposes. We reserve the right to determine your eligibility for any product or service.

## 12. Warranties

You represent and warrant to us that:

- a. Account is in good standing;
- b. All information you provide is accurate;
- c. You will comply with this Addendum and all laws, rules, regulations applicable to you in your use of the Service;
- d. You will use the Service only to transmit Items that originated as paper items;
- e. The Item will have not been previously submitted or deposited with us or with anyone else;
- f. You will not redeposit any Item through this Service unless otherwise instructed by us;
- g. You will not transfer or negotiate the original Item, substitute check or any other image thereof;
- h. The information you transmit to us in relation to an Item contains a record of all applicable MICR line information required for a substitute check and the accurate amount of the Item;
- i. After transmission to us, you will not have the Item stop, cancelled, or have a replacement issued;
- j. Any image we receive legibly represents all of the information on the front and back of the original Item as originally drawn;
- k. All proper endorsements and authorizations are present on all Items deposited through the Service;
- l. You are solely responsible for information or data that is transmitted, supplied, or key-entered by you;
- m. All users of the Service will be authorized to make transactions on the Account;
- n. If another person uses the Service with your Mobile Device, you will be responsible for their actions on the Account as well as else they allow to use your Mobile Device. This will be true even if you did not want, or agree to, their use;
- o. You agree to retain each mobile deposit Item for 10 business days after the funds have been deposited to your account after which agree to dispose of the Item in a way that prevents represent for payment (i.e. shredding); and
- p. You agree to store each Item securely until such proper disposal is performed.

## 13. Responsibility

You are solely responsible for the original Item or substitute check including storage, retrieval, and destruction. The electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes including return item processing. You are solely responsible for information or data that is transmitted by you to us.

## 14. Disclaimer

WE MAKE NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF OUR SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 15. Limitation of Liability

YOU AGREE WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY OR FOR ANY CONSEQUENTIAL, PUNITIVE, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE SERVICE, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE, OR OTHER INTERCONNECT PROBLEMS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE

PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATION NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

**16. Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using the Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost, or expense of any kind including, but not limited to, reasonable attorney's fees that we may incur in connection with a third party claim or otherwise, in relation to your use of the Service or the use of the Service by anyone using your Confidential Information and/or your Credentials or your violation of this Addendum or the rights of any third party including, but not limited to, privacy rights. Your obligations under this paragraph shall survive termination of this Addendum.

- I HAVE READ THE ABOVE DISCLOSURE, AGREE TO THE TERMS AND CONDITIONS AND WOULD LIKE TO PROCEED WITH ONLINE REGISTRATION.**

|         |        |       |
|---------|--------|-------|
| I Agree | Cancel | Print |
|---------|--------|-------|