



## ONLINE AND MOBILE BANKING SERVICE TERMS, CONDITIONS AND DISCLOSURES

### ACCEPTANCE

This agreement (the "Agreement") is a contract, which establishes the rules, which cover your electronic access to your personal accounts at Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division) ("Bank") through Online and Mobile Banking ("System"). By using the Service, whether by accessing via computer and/or a mobile device, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of any and all agreements made with Bank including, but not limited to, other deposit agreements and disclosures for each of your Bank accounts as well as your other agreements with Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

### DEFINITIONS

The term "Service" means the Online and Mobile Banking Service offered by the Bank. As used in this Agreement, the words "we," "our," "us," and "Bank" mean Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division); "You" and "your" refer to the accountholder authorized by Bank to use Service under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Service; "Transfer Instruction" means the information provided by you to the Service for a transfer of funds to be made between or among your accounts at Bank (such as, but not limited to, your name, account numbers, and transfer date); "Transferring Account" means your account from which the transfer of funds will be made; "Receiving Account" means the account that you designate to received the transfer of funds; "Business Day" means Monday through Friday, excluding Federal Reserve holidays; "Scheduled Transfer Date" means the Business Day of your choice upon which your Transfer Instructions will be carried out, your Transferring Account will be debited and the Receiving Account will be credited; and, "Cutoff Time" means 8:00 p.m. Eastern Standard Time on any Business Day and is the time by which you must transmit Transfer Instructions to have them considered entered on that particular Business Day.

### ACCESS

In order to use this Service, you must have the following:

- (i) at least one checking account at Bank of Tennessee; and
- (ii) access to a personal computer, tablet, or mobile device capable of supporting at your cost high level browser encryption (128 bit SSL or higher encryption), Internet access using a browser at these versions or later: Chrome 57, Safari 10, Firefox 53, Internet Explorer 11; and
- (iii) a valid email address; and
- (iv) software that permits you to receive and access PDF (Portable Document Format) files, such as Adobe Acrobat Reader; and
- (v) access to the Online Banking Service.

You may also use a mobile device (smartphone or tablet) developed for this Service if your device supports it. You are responsible for installation, maintenance, and operation of devices used to access this Service. Bank of Tennessee is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. Bank of Tennessee is also not responsible for viruses or related problems associated with use of these online systems.

### MOBILE BANKING

"Mobile Banking" is a service that allows you to use a mobile device to access the Bank's online banking service. "Mobile device" means a wireless device, (smartphone or tablet) that has text messaging capabilities and is Internet enabled.



We do not charge for using the mobile banking service; however, you are responsible for any and all charges from your wireless provider. Your wireless provider's standard rates apply to Internet access, including SMS usage. We are not responsible for any damages resulting from your failure to comply with the terms and conditions from your wireless provider. If you are using our mobile banking service outside the United States, you are responsible for gaining access to wireless and/or telecommunications networks and are responsible for all associated fees and charges.

You represent that you are the owner or authorized user of the mobile device you use to receive our mobile banking service, and that you are authorized to approve the applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you for mobile banking.

You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of mobile banking and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own, and your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement.

"Jailbroken" or "Rooted" devices are not supported. Jailbroken/Rooted devices refer to any devices that do not have original equipment manufacturers' operating systems and/or any devices that have operating systems that have been modified in a manner not approved or supported by the OEM. You agree that you will not attempt to install or use the mobile banking application on any jailbroken device. Further, any attempt to install or use the mobile banking app on a jailbroken/rooted device will constitute breach of these terms and conditions of use.

## **TRANSFERS**

By using the Service, you authorize the Bank to use the Service to follow the Transfer Instructions that it receives through the System. The following is a list of capabilities provided by the Service pursuant to this Agreement:

1. Account Transfer - Transfer funds between your various Bank accounts and make loan payments. Transfers and payments can be made on a one-time basis or a scheduled on a recurring basis.
2. Account Balance - Get access to your account's information profile for the current status of all your Bank accounts.
3. Account Statement - Get access to detailed transactions on all of your Bank accounts.
4. Mobile Deposit - Deposit checks into your account using your mobile device.

## **AUTHORIZATION**

When the Service receives a request for an Account Statement or Transfer Instruction, you authorize the Service to generate a statement for the designated account or debit your Transferring Account and remit funds to the Receiving Account so that the funds arrive as close to the Business Day designated by you as reasonably possible.

While it is anticipated that most transactions will be processed by the next Business Day, it is understood that due to circumstances beyond the control of the Service, some transactions may take a day or even a few days longer to be credited to the Receiving Account. For this reason, it is necessary that all Scheduled Transfer Dates selected by you be no less than three (3) Business Days before the actual date on which funds will be required to be reflected in and available from the Receiving Account. Transfer Instructions entered after the Cutoff Time or on non-Business Days will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to transfer funds according to the Transfer Instructions received, the Service will bear responsibility for insufficient funds charges (up to a \$50.00 maximum) resulting from the failure to transfer. In any other event, including, but not limited to, choosing a Scheduled Transfer Date less than three (3) Business Days before the actual date the funds are required, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

A transfer is a "Pending Transfer" starting from the time you enter Transfer Instructions until the transfer is "Completed." A transfer is considered "Completed" on the Business Day you selected as the Scheduled Transfer Date as long as it is entered before 8:00 p.m. (Eastern Standard Time). Transfers completed after 8:00 p.m. will be considered "Completed" the following business day. You cannot cancel your transfer after it has been entered in System. You can correct



information about a transfer before you send us the information, and you can use System to reverse a transaction after it has been entered.

The Service will use its best efforts to make all your transfers properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Transferring Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct account information for the transfer; or,
4. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing four (4) exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Transferring Account or causes funds from your Transferring Account to be directed to a Receiving Account which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Transferring Account and for directing to the proper account any previously misdirected transactions.

#### **LIMITATION OF LIABILITY**

The foregoing shall constitute the service's entire liability and your exclusive remedy. In no event shall the service be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or the hardware in any way associated with or related to the service.

#### **EXCLUSIONS OF WARRANTIES**

The service and related documentation are provided "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

#### **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your accounts to any unauthorized individuals. You are responsible for all statements and transfers you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your accounts, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account or accounts has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 1-866-378-9500 during normal customer service hours.

#### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Contact us AT ONCE if you believe your password has been lost or stolen. Telephoning us toll free at 1-866-378-9500 is the best way of keeping your possible losses down. You could lose all the money in your account (plus maximum overdraft line of credit) if you fail to act immediately regarding lost or stolen passwords. If you believe your password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. If you believe your card and/or code has been lost or stolen or that someone has



transferred or may transfer money from your account without your permission, call us toll free at 1-866-378-9500 or write to us at Customer Care Department, P.O. Box 4980, Johnson City, TN, 37602.

## OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS OR COMPLETE TRANSACTIONS

Bank's liability for failure to make transfers or complete transactions will be determined in accordance with the terms and conditions of individual service provided by Bank. Under no circumstances, however, will Bank be liable for failure to make or complete a transaction resulting from the following:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed, or if it has been frozen.
4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
6. If any electronic terminal, telecommunication device, or any part of the electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
7. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
8. If you have not properly followed the on-screen instructions for using System.
9. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

## ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, including electronic bill payments, call us toll free at 1-866-378-9500 or write to us at Customer Care Department, P.O. Box 4980, Johnson City, TN, 37602, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you contact us:

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. If the suspected error relates to a bill payment made via the Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment View Posting Screen).

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in writing via postal mail or fax within 10 business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days if the transfer involved a new account) after we hear from you and will attempt to correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we elect to extend the time to investigate a potential error, we may, in our sole discretion, provisionally credit your account within 10 business days (twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. The results will be available within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.



## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for verifying or completing payments or transfers, or to resolve a problem related to a payment or transfer;
2. In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant;
3. At the Bank's discretion, to any of our subsidiaries or affiliates;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. As otherwise permitted or required in the Bank's Deposit Agreement and Disclosures or other applicable agreements, or by law or government regulations
7. If you give us your written permission (including electronic message).

## CHARGES

Any fees associated with your standard deposit accounts will continue to apply. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to charge your account for these amounts and any additional charges that may be incurred by you. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## IN THE EVENT A SERVICE TRANSACTION IS RETURNED

In using the Service, you are requesting the system to make transfers for you from your Transferring Account. If we are unable to complete the transaction for any reason associated with your Transferring Account (for example, there are not sufficient funds in your Transferring Account to cover the transaction), the transaction will be terminated.

## ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send notice to you at your address as it appears on the Service's records. If the change would result in increased Service fees, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least ten (10) days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. Any use of the Service after the effective date of the change will constitute your agreement to the changes. Further, the Service may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

## ADDRESS OR BANKING CHANGES

You agree to promptly notify in writing the Customer Care Department of any address change. Additionally, you agree to notify the Customer Care Department in writing at least ten (10) Business Days in advance of any change in your accounts, or your banking status.

## TERMINATION OR DISCONTINUATION

In the event you wish to discontinue the Service, you must contact the Customer Care Department in writing. Such notice of service discontinuance must be supplied ten (10) days prior to the actual discontinuance date and must be sent to:

**Customer Care Department**  
**P.O. Box 4980**  
**Johnson City, TN 37602**

The Service may terminate service to you at any time and/or revoke your right to use the Service. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.



## **PAYEE LIMITATION**

The Service reserves the right to refuse to transfer funds or generate statements. The Service is obligated to notify you promptly if it decides to refuse carry out your instructions. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

## **DISPUTES**

As part of this Agreement, you acknowledge that you have read and understood the Internet Banking Agreement and Disclosure provided by the Bank (this Agreement and the Internet Banking Agreement and Disclosure hereinafter collectively referred to as "Bank Documents") In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to the Bank Documents.. You agree that the Bank Documents are the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bank or the Service relating to the subject matter of the Bank Documents. If there is a conflict between what an employee of the Service or Customer Care Department says and the terms of the Bank Documents, the terms of the Bank Documents will prevail. If there is a conflict between the terms and conditions of the Internet Banking Agreement and Disclosure and this Agreement, the terms of this Agreement will prevail.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of laws provisions.



## MOBILE REMOTE DEPOSIT CAPTURE SERVICE ADDENDUM

This Mobile Remote Deposit Capture Service Addendum ("Addendum") applies to the Mobile Deposit Service ("Service") which is part of the Online and Mobile Banking Service offered by Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division). ("BOT"). You may use this Service to make deposits to any of your Bank of Tennessee deposit accounts accessible via BOT mobile banking from home or other remote locations by scanning checks and transmitting the images and associated deposit information to BOT or its designated processor. This addendum shall be considered as part of the BOT Online Banking Service Agreement ("Agreement") and applies to the Service available to you under this Addendum. Terms defined in the Agreement shall have the same meaning in this Addendum, unless otherwise stated below. Other agreements you have with BOT, including the Terms and Conditions of Your Account governing your BOT account, are incorporated by reference and made a part of this addendum.

Unless otherwise noted, if there is any conflict between the other sections of the Agreement and this Addendum, the Addendum will govern the use of the Service. In the Addendum, "you" and "your" refer to the user who has enrolled in the Service, and the terms "BOT", "Bank", "We", and "us" refer to Bank of Tennessee (including its Carter County Bank and its Mountain Community Bank divisions).

Your use of the Service constitutes your acceptance of this Addendum. This Addendum is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Addendum. Your continued use of the Service will indicate your acceptance of the revised Addendum. Further, BOT reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

### Limitations of Service

When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. This Service has 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 Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. The Service may be temporarily unavailable due to scheduled system maintenance.

### Eligible items

You agree to scan and deposit only checks as that term is defined in Consumer Financial Protection Bureau Regulation CC ("Reg CC"). You agree that the image of the check transmitted to BOT shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Tennessee. You agree that you will **NOT** use the Service to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you.
- b. Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees.
- c. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- d. Checks or items that have been altered in any way 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 or item is drawn.
- e. Checks or items previously converted to a substitute check, as defined in Reg CC.
- f. Checks or items drawn on a financial institution located outside the United States.
- g. Checks or items that are remotely created checks, as defined by Reg CC.
- h. Checks or items not payable in United States currency.



- i. Checks or items dated more than 6 months prior to the date of deposit.
- j. Checks or items prohibited by BOT's current procedures relating to the Service or which are otherwise not acceptable under the terms of your BOT account.
- k. Checks payable on sight or payable through Drafts, as defined in Reg CC.
- l. Starter or counter checks.
- m. Checks from a closed account.
- n. Savings Bonds
- o. Money Orders, Travelers Checks, American Express Gift checks
- p. IRA Deposits
- q. Checks with an endorsement on the back other than that specified in this addendum.
- r. Checks that have been previously submitted through the Service or through a remote deposit capture service offered at any other financial institution, or that have otherwise been deposited with BOT or any other financial institution, including checks that have been returned unpaid.

**Image Quality**

The image of an item transmitted to BOT using the Service must be legible, as determined in the sole discretion of BOT. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by BOT, American National Standards Institute (ANSI), and 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 an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

**Your Responsibility**

You are solely responsible for the quality completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Mobile Remote Deposit service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

**Endorsements and Procedures**

You agree to restrictively endorse any item transmitted through the Service as follows, or as otherwise instructed by BOT:

Your signature

For mobile deposit only

Account# \_\_\_\_\_

The date of deposit

You agree to follow any and all other procedures and instructions for use of the Service as BOT may establish from time to time.





## **Receipt of Items**

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 BOT 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 reserve the right to charge back to your account at any time; any item that was subsequently returned to us or that we subsequently determine was not an eligible item. 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 accounts with BOT in our sole discretion. 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 Service are not subject to the funds availability requirements of the Consumer Financial Protection Bureau Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 5:00 p.m. Eastern Time on a business day, we consider that day to be the day of your deposit. Funds deposited using the Service will generally be made available in three (3) business days from the day of deposit. BOT may make the funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as BOT, in its sole discretion, deems relevant. For purposes of this Addendum, a business day is Monday through Friday, excluding all holidays recognized by the federal government.

In some cases, we may not make funds deposited using the Service available in accordance with this general policy. Should this occur, a communication will be sent to you, informing you as to when your funds will be available. In the event we receive an item you transmit through the Service where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases, we will notify you of this action.

## **Disposal of Transmitted Items**

You agree to retain each check that you transmit under this Addendum for at least thirty (30) calendar days from the date of the image transmission. After that 30-day period, you agree to destroy the check by marking it "VOID" and then destroying it 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 represent the check or allow anyone else to present the check. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to BOT as requested to paid in the clearing and collection process, to resolve claims by third parties with respect to the item, or for BOT's audit purposes. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

## **Deposit Limits**

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, that deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$1,000 per business day for retail banking clients and \$2,500.00 per business day for commercial banking clients. In addition, the current monthly dollar limit is \$4,000 per any consecutive 30 calendar day period for retail banking clients and \$5,000 per any 30 consecutive calendars day period for commercial banking clients. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.

Daily and monthly deposit limits may vary for users of others services, such as to BOT Small Business and Commercial Business Services.



## **Hardware and Software**

In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by BOT from time to time. BOT is not responsible for any third party software you may need to use the Service. Any such software is accepted by you 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 or installation. We are not responsible for, and you release us from, any and all claims and damages resulting from, or relating to, any computer virus or related problems, including, but not limited to any malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by you, or any mobile device network problems that may be associated with your access and use of that may be associated with using the Service. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

## **Mobile Device 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 866-378-9500 and with written notice at Bank of Tennessee 10431 Wallace Alley Street, Kingsport, TN 37663 (including its Carter County Bank Division and its Mountain Community Bank Division 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 Addendum.

## **Authentication**

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 may require (these components are referred to herein collectively as your "Authentication Method").

You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential, comparable to the security and control you would use for cash. 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 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 using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service 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.

BOT reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Service and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by you, which includes such data containing your sensitive personally identifiable information ("PII") of any individual, the security of your deposits may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your mobile device hardware and software and related security procedures that you adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by you.

## **Contingency Plan**

In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the terms or the Procedures 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 location. The deposit of original checks at an office of the Bank shall be governed by the Terms and Conditions of Your Account and not by the terms of this Addendum.



## **Errors**

You agree to notify BOT of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable BOT account statement is sent. Unless you notify BOT within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against BOT for such alleged error.

## **Presentment**

The manner in which the items are cleared, presented for payment, and collected shall be in BOT's sole discretion subject the Terms and Conditions of Your Account governing your account.

## **Errors in Transmission**

By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. BOT bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

## **Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions or poor quality transmissions, and in the resolution of claims related to items transmitted through the Service, 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.

## **Enforceability**

We may waive enforcement of any provision of this Addendum. No waiver or a breach of this Addendum shall constitute a waiver of any prior or subsequent breach of the Addendum. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Addendum. In the event that any provision of this Addendum shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Addendum shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

## **Ownership & License**

You agree that BOT retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with the Addendum. Without limiting the effect of the foregoing, any breach of this Addendum immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to BOT's business interest, or (iii) to BOT's actual or potential economic disadvantage in any aspect. You may use the Service only for non-business, personal use in accordance with this Addendum. 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 service.

## **DISCLAIMER OF WARRANTIES**

YOU AGREE YOUR USE OF THE SERVICE 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 SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (I) WILL MEET YOUR 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 THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

## **Limits of Liability**

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE



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 THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BOT HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

### **Your Promises and Indemnification**

You promise to BOT that you will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You also promise that:

- a. You will not transmit ineligible items.
- b. You will not transmit duplicate items.
- c. You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- d. The digital image of the check transmitted to BOT is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.
- e. You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate.
- f. You will not re-deposit or re-present the original item.
- g. All information you provide to BOT is accurate and true.
- h. You will comply with this Addendum and all applicable rules, laws and regulations in using this Service You agree to indemnify and hold BOT harmless from any loss resulting from your breach of these promises.

### **Other terms:**

**Assignment.** You may not assign this Addendum.

**Entire Agreement .** This Addendum, along with the Agreement and other agreements that you have with us are the complete and exclusive statement of the agreement between BOT and you with respect to the subject matter hereof and supersede any prior agreement(s) between BOT and you with respect to such subject matter.

**Governing Law.** This Addendum is entered into in Sullivan County, Tennessee and shall be governed by the laws of the State of Tennessee and the United States.

**Contact by Bank .** No Bank employee, or any company affiliated with the Bank, will contact you via e-mail or phone requesting your account information or security information. If you are contacted by anyone requesting this information, please contact us immediately.

**Security Interest.** You grant the Bank a security interest in all accounts or other deposits (whether general or special) you have with the Bank, and in all funds in such accounts or other deposits, to secure your obligations to the Bank under this Addendum. This security interest will survive termination of this Addendum. In addition to any rights we may have under other agreements with you, we have hold funds on deposit with us by you after termination of this Addendum for up to 14 calendar days following the expiration of any return or chargeback rights regarding any Remote Item processed by the Bank using the Service or, if later, until any other claims to such funds have expired.

**Headings.** The headings set forth in this Addendum are for convenience only and will not control or affect the meaning or construction of the provisions of this Addendum.

With this Addendum, you do the following:

1. You represent to the Bank that the device you intend to use in connection with the Service meets the requirements above;



2. You agree to receipt of this Addendum and all updates to the Addendum in electronic form;
3. You represent that you have read this Addendum and understand its terms and conditions; and
4. You agree to the terms and conditions in the Addendum (Note: clicking "Accept" below is just as binding as manually signing the Addendum).