

## Terms and Conditions: Farmers Bank & Trust

Thank you for using Farmers Bank & Trust Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at anytime. In case of questions please contact customer service at 888-398-2529 or visit [www.farmersbankks.com](http://www.farmersbankks.com).

## Terms and Conditions

**Program:** Farmers Bank & Trust offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website or by use of an App Code. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

**Questions:** You can contact us at 888-398-2529, or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

**To stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

**Terms & Conditions:** By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless and Metro PCS.

## User Responsibility

You represent and agree to the following by enrolling in or using Mobile Banking: You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the device you will use to access Mobile Banking.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately once you have completed your session. You agree to inform us of any change in phone number, loss of phone (for example, the phone being outside of your control) or any other change that might affect the bank's ability to provide Mobile Banking Service to you, the customer. You agree to keep your device updated to the most current version of the smart device operating system and virus software. It is your responsibility to contact us if you know or suspect unauthorized use of your Access ID and/or password. You are responsible for keeping your Access ID and Password confidential and agree not to provide your Access ID, password, or other access information to any unauthorized person. Please review our Online Banking Agreement and Disclosure for further information. If you permit other persons to use your Device, log in information, or other means to access Mobile Banking, you are responsible for any transactions they authorize, and we will not be liable for any damages resulting to you.

## Mobile Deposit

### Check Processing and Requirements

Any image of a check that you transmit must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. The original check will be transmitted accurately and legibly and will provide the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) Payee information placed on the check by the drawer that is in the same name of the account holder(s). Checks payable to a third party will not be accepted for deposit (i.e. any item that is made payable to someone who is not on the account and then endorsed to over to you). If the check is payable to several account owners, without the use of the word "and", then any account owner may endorse the check. If the check is payable with "and", then all persons listed (payees) must endorse the check to be accepted for deposit. The image quality for the check must meet the

standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

#### Endorsement

All checks should be endorsed on the back of the check as "For Mobile Deposit Only, Farmers Bank & Trust, <current date>"

#### Rejection of Deposit

You understand the Bank reserves the right to reject any item for any reason, including but not limited to, rejection of a Substitute Check that was originally created by another financial institution, customer or any other person. You are responsible for any loss or overdraft plus any applicable fees due to an item being rejected.

The Bank may disregard any information written or printed on a check other than the signature of the drawer, the identification of the bank on which the check is drawn, the name of the payee, and the electronically encoded routing information on the check.

#### Limitations on Frequency and Dollar Amount

You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of Mobile Deposits that are set forth by Farmers Bank & Trust. These limits are subject to change at any time. The maximum default deposit limits are:

- "Per Deposit Limit"- \$2500.00
- "Per Day Limit"- \$2,500.00

For security purposes, the Bank reserves the right to adjust limits per individual user as necessary.

#### Deposit Cut-Off Time

Deposits made after the daily cut-off time (currently 3:00PM Central Standard Time) shall be deemed as received by us the following business day, and will show in your account after posting that night, unless rejected during Deposit Review. This means that a deposit that is made after the cut-off time shall show as pending review, be scheduled to post the next business day and will not show in your account history for two business days.

#### Items Returned Unpaid

If images of checks deposited are dishonored or otherwise returned unpaid by the drawing bank, or are returned by a clearing agent for any reason (including, but not limited to, issues relating to the quality of the image and or a duplication) you understand and agree that since you either still have the original item or you have already destroyed the item, only an image of the item can be returned to you. You understand that an image will be in the form of a paper reproduction of the original check or a substitute check. *Unless otherwise instructed by Farmers Bank & Trust, you will not redeposit the original check or image of the check* and you understand that your account will be charged the amount of the returned item along with a returned item fee.

#### Email Address

You agree to notify Farmers Bank & Trust immediately if your email address changes, as this is the email address where you will receive notification of the acceptance of mobile deposit item(s).

#### Funds Availability

Deposits made via Mobile Banking are subject to review. Depending on the time of day and day of the week, Mobile Deposits may be pending review until the next business day. After review, the availability of deposits made using Mobile Banking shall be determined as set forth in the Bank's Funds Availability Disclosure. Farmers Bank & Trust reserves the right to use Case-by-Case and Exception Holds as necessary.

#### Customer's Warranties

You agree to use Mobile Banking for lawful purposes and in compliance with laws, statutes, regulations and ordinances pertaining to Mobile Banking, and all laws relating to the banking transactions contemplated hereunder.

You make the following warranties and representations with respect to each image of an original check that you transmit to Farmers Bank & Trust utilizing the Mobile Capture program within Mobile Banking:

- a. You have the legal right to accept the check for deposit and negotiation.
- b. The images and information that you transmit is true and correct and accurate to the best of your knowledge, and accurately represent all of the information on the front and back of the original check, including (without limitation) all endorsements, at the time of transmission.
- c. The original item has not been altered in any way.
- d. The item is of the type that is permitted to be deposited using Mobile Capture as set forth in this Agreement (See Unacceptable Deposits).
- e. The image is not a duplicate of any image or item previously deposited by any method.
- f. The original item will not be deposited in any account or transferred to any other party by any means.
- g. Farmers Bank & Trust will not incur any loss or liability due to your transmission of an image using Mobile Capture rather than depositing the original check at a branch.
- h. The original item will be destroyed in accordance with the terms of this Agreement.
- i. You have complied with the terms of this Agreement, and any applicable laws, regulations, and with any additional rules, procedures, or guidelines the Bank has supplied to you.
- j. You have not transmitted any virus, worm, or data of any kind that will harm the Bank's information or communication systems.
- k. You have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the check or that otherwise may prevent us or another institution from capturing or processing such information.
- l. You make all warranties that would otherwise apply to the check if it had been a paper item deposited with us in person.
- m. You make all encoding, transfer, presentment and other warranties that we (or any correspondent bank we use) are deemed to provide to others.
- n. You will ensure that no financial institution (depository, collecting, or payor), drawee, drawer, or endorser, with respect to a check processed by you, will receive presentment or return of, or otherwise be charged for, the check (including the Original Check or Substitute Check), a corresponding Electronic Item, and/or other paper or electronic representation of the check such that such person will be asked to make payment based on an item that it already has paid.

#### Storage and Destruction of Original Check

You must securely store each original check you deposit using Mobile Capture for a period of at least 7 days but not more than 30 days after the file has been accepted. During those 30 days you will take appropriate security measures to ensure that: (i) the information contained on the check(s) is not disclosed, (ii) the checks will not be duplicated or scanned more than one time, and (iii) checks will not be deposited or negotiated in any other way or form. After the 30 day period expires, the original check must be destroyed using a cross-cut shredder or similar means. You understand that you are responsible for any loss caused due to your failure to secure the original check(s).

#### Storing Images on Mobile Devices

After you have completed your deposit, the images of the checks are not stored on your mobile device by the system. You agree that you will not use any other means to electronically store check images that you capture using your mobile device. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed, or to delete the associated images from the application.

#### Unacceptable Deposits

You understand and agree that you are not permitted to deposit the following items using Mobile Capture:

- Checks drawn on your account at Farmers Bank & Trust or your account at another financial institution without prior permission;
- Items that are marked "non-negotiable" such as deposit advices or Promissory Notes;
- Any item that contains evidence of alteration to any of the information on the 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 or item is drawn;
- Items issued by a financial institution in a foreign country;
- Items that are not payable in US Dollars;
- Incomplete items;
- "Stale dated" (more than six months old) items or "postdated" (dated in the future) items;

- Savings Bonds;
- Items payable to any person or entity other than you (i.e., third party checks);
- Any item that has been previously deposited at another institution via the physical item, image, or electronic funds transfer;
- Substitute checks (a digital reproduction of the front and back of an original check) unless instructed to do so by the Bank;
- Remotely created checks (such as a check created by a merchant with a buyer's checking account number on it, but without the buyer's original signature) shall not be deposited without prior approval from the Bank.

#### Fees

There is no fee for using Mobile Banking or Mobile Deposit services at this time, but we recommend that you check with your service provider to see if there are any wireless carrier fees.

#### Right to Terminate Service

Farmers Bank & Trust reserves the right to terminate your ability to use this service for any reason including but not limited to misuse of product, redeposited items, excessively overdrawn accounts and account abuse.