

# SSB | Shelby State Bank

## Terms and Conditions for Mobile Banking

Thank you for using the Mobile Money Services ("Services") and any related Software ("Software") provided by Shelby State Bank ("Financial Institution") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which this service is a part. Financial Institution, at its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

- a. Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number verification is done by the user receiving an SMS message with a verification code (GoMobile0435) which they will have to enter on the website. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

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

- b. Questions: You can contact us by sending an e-mail to [iBanking@shelbybank.com](mailto:iBanking@shelbybank.com), calling 1-231-893-2331, or sending a text message with the word "HELP" to this number: 96924. We can answer any questions you have about the program.

- c. 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: 96924. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

- d. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider.

### Privacy and User Information

You acknowledge that, in connection with your use of the Services, Financial Institution and its service provider, Fiserv, Inc. may receive and may share with one another names, domain names, addresses, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). The Financial Institution and its service provider will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its service provider also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

### Restrictions on Use

You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and that the services and software will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual

property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

## **Terms and Conditions – Mobile Remote Deposit Capture**

1. The Mobile Remote Deposit Capture service (Mobile Remote Deposit Capture) provides you the ability to access and make deposits to your designated eligible Accounts using the Software. The Mobile Remote Deposit Capture service is designed to take advantage of The Check Clearing for the 21st Century Act and its regulations (collectively "Check 21"). The Mobile Remote Deposit Capture service enables you to use a compatible handheld device to scan an image of original paper checks ("Original Checks") that are drawn on or payable through United States financial institutions made payable to customer(each a "Check Image") and to electronically submit the Check Image and associated deposit information to Shelby State Bank from your home or other remote locations using the Software for deposit into a designated eligible Account for collection thereafter by Shelby State Bank. A Check Image submitted to Shelby State Bank electronically for deposit is not deemed received until Shelby State Bank accepts and confirms receipt of your Check Image deposit.
2. Your use of the Mobile Remote Deposit Capture service is subject to the requirements:
  - o To access the Mobile Remote Deposit Capture service you must have or acquire and maintain a compatible handheld device and a wireless plan from a compatible wireless carrier.
  - o You must obtain and maintain access to Internet Banking via Shelby State Bank, to use the Mobile Remote Deposit Capture service.
  - o You may scan and submit Check Images for deposit to Shelby State Bank within the dollar limits ("Deposit Limits") established for you by Shelby State Bank. Shelby State Bank reserves the right to limit the frequency and dollar amount of deposits submitted through the Mobile Remote Deposit Capture Service. If you exceed the Deposit Limits established for you, Shelby State Bank may in its sole discretion accept or refuse the Check Image deposit. If at any time Shelby State Bank accepts a Check Image deposit that exceeds your Deposit Limits, Shelby State Bank will have no obligation to do so in the future. Shelby State Bank may at any time at its sole discretion raise or lower your Deposit Limits.
  - o You may deposit up to \$2,500 per day; \$1500 per item.

3. Scanning and submitting Check Image deposits does not constitute receipt of the deposit by Shelby State Bank. Generally, Check Image deposits received prior to 4:00 p.m., Eastern Standard Time are processed on the Business Day of receipt. Any Check Image deposit received after this time or on Saturdays, Sundays, and holidays when Shelby State Bank is closed will be processed on Shelby State Bank's next Business Day. Acknowledgment that your Check Image deposit has been received by Shelby State Bank does not mean that the Check Image deposit was received error free.
4. You may verify receipt and the amount of your Check Image deposit credited to your account by reviewing your statement online or by calling a customer service representative at your local Shelby State Bank.
5. You agree that you will use the Mobile Remote Deposit Capture service to scan only Original Checks payable to and properly endorsed by you, including "FOR MOBILE DEPOSIT ONLY", drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with Shelby State Bank. All other items may be deposited by alternate methods such as in person or by mail including a completed account deposit slip.
6. You understand that Shelby State Bank is not obligated to accept for deposit any Check Image that Shelby State Bank in its sole discretion determines to be ineligible for the Mobile Remote Deposit Capture service. Ineligible items include: Check Images of items drawn on banks located outside the United States, Check Images that are illegible, images of checks previously converted to Substitute Checks (as defined by Check 21), and Check Images with unreadable magnetic ink character recognition ("MICR") information. The quality of any Check Image must comply with the requirements established from time to time by ANSI (the American National Standards Institute), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. You acknowledge and agree that even if Shelby State Bank does not identify a Check Image as ineligible, the Check Image may be returned to Shelby State Bank because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. Shelby State Bank's failure to identify a Check Image you transmit to Shelby State Bank as ineligible shall not preclude or limit your obligations.
7. You shall fully destroy each Original Check in your Check Image deposit sixty (60) days following receipt and crediting of your Check Image deposit or as Shelby State Bank may otherwise instruct. Prior to destruction you shall maintain each Original Check in a secure location. You understand each Original Check must be fully destroyed following any retention period and that a paper shredder is one such method to assure destruction. You are responsible if an Original Check is misused following submission by Check Image deposit and its full destruction.
8. You make the following representations and warranties:
  - You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time you scanned the Check Image.
  - You shall submit to Shelby State Bank only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.
  - You shall not submit to Shelby State Bank or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account with Shelby State Bank or which you previously submitted to and was accepted by any other person or entity for deposit.

- You shall not deposit into your Account with Shelby State Bank or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to Shelby State Bank, unless following receipt of your submission, Shelby State Bank notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.
  - You shall indemnify, defend, and hold Shelby State Bank and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Image, Substitute Check, or Original Check processed through the Mobile Remote Deposit Capture service as described above.
  - You shall use the Mobile Remote Deposit Capture service only for your own personal, home office, or small business use in accordance with the terms of this Agreement. You shall not make the Mobile Remote Deposit Capture service available or transfer your rights to use the Mobile Remote Deposit Capture service for the benefit of any third party.
9. Shelby State Bank will acknowledge receipt of your Check Image deposit submitted through the Mobile Remote Deposit Capture service and notify you if a Check Image is not eligible for deposit. Shelby State Bank's ability to provide the Mobile Remote Deposit Capture service is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and Shelby State Bank's response. Shelby State Bank shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of the Mobile Remote Deposit Capture service, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within Shelby State Bank's control.
10. The following provisions are applicable to Business Accounts. "Business Accounts" mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not "consumer" accounts and are not maintained primarily for personal, family, or household purposes.
- For Business Accounts using the Mobile Remote Deposit Capture Service, Shelby State Bank is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by the Mobile Remote Deposit Capture service or the use of the Mobile Remote Deposit Capture service except as otherwise expressly provided for in this Agreement or by applicable law. By using the Mobile Remote Deposit Capture service to access your Business Accounts, you are responsible for any unauthorized use of the Mobile Remote Deposit Capture service and any loss or damages incurred due to the unauthorized access to your Business Accounts.
  - If your deposit activity through the Mobile Remote Deposit Capture service exceeds your Deposit Limits, Shelby State Bank reserves the right to disable your access to the Mobile Remote Deposit Capture service and provide you with information on other business banking electronic deposit options that may be available to you.
  - If any person authorized access through the Mobile Remote Deposit Capture service to conduct transactions on any Business Account is no longer authorized, it is your responsibility to notify Shelby State Bank. Shelby State Bank shall not be liable or responsible to you for any transactions conducted on a Business Account by any person whose authority to conduct transactions is no longer in effect until Shelby State Bank is expressly notified.

11. All fees and charges related to any Account you access with the Mobile Remote Deposit Capture service as stated in the applicable Fee Schedule for the Account will remain in effect when using the Mobile Remote Deposit Capture service. The monthly fees and charges, if any, for the use of the Mobile Remote Deposit Capture Service are found in the applicable Fee Schedule.
12. **DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE MOBILE REMOTE DEPOSIT CAPTURE 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. SHELBY STATE BANK DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SHELBY STATE BANK MAKES NO WARRANTY THAT THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THAT THE RESULTS OBTAINED FROM THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. IN NO EVENT WILL SHELBY STATE BANK BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGE ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE OR FOR ANY LOSS OF DATA, EVEN IF SHELBY STATE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**
13. You agree that Shelby State Bank may provide you with all disclosures, notices, and other communications about the Mobile Remote Deposit Capture service, and any future amendments or changes or additions to this Agreement, in electronic form. Shelby State Bank will provide all future updates to the Agreement by posting the updated Agreement on the Website. At your request, Shelby State Bank agrees to provide you with a paper copy of this Agreement. You may request paper copies of this Agreement by emailing Shelby State Bank Deposit Operations at [iBanking@shelbybank.com](mailto:iBanking@shelbybank.com). Your consent to receive notices and updates in electronic form only will apply for as long as you use the Mobile Remote Deposit Capture service. You may withdraw your consent at any time by choosing to cancel the Mobile Remote Deposit Capture service. Shelby State Bank may amend or change the terms and conditions stated in this Agreement (including changes in the fees and charges hereunder) by giving notice to you at least the minimum notice required by law or regulation before the effective date of the amendment or change. Amendments may include adding new terms or conditions and deleting existing terms and conditions. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of the Mobile Remote Deposit Capture service or the safety of Shelby State Bank's relationship with you or is otherwise required immediately by law or applicable regulation. Shelby State Bank shall thereafter promptly advise you of any such change in writing.



## Mobile Capture Agreement

Applicant Name: \_\_\_\_\_

Access ID: \_\_\_\_\_  
(Used to log into Internet Banking)

E-mail Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Do you currently have Internet Banking with Shelby State Bank? Yes or NO

If no, you will need to enroll before completing this application by going to [www.shelbybank.com](http://www.shelbybank.com) , click on the Online Banking tab, and click First Time.

By signing this agreement, I agree to all of the Terms and Conditions which were provided to me upon enrollment, and understand that there will be .50 cent per deposit fee that will be charged on a monthly basis, to your account.

I understand that along with my signature, I must endorse the check with "**FOR MOBILE DEPOSIT ONLY**".

I understand that should my deposit reject for any reason the Bank will contact me directly, using one of the contact methods and information provided above.

Applicant Signer: \_\_\_\_\_ Date: \_\_\_\_\_

*Please print, complete the application and return it to your local branch of Shelby State Bank. We will follow up with you upon our receipt.*

*Approved by:* \_\_\_\_\_

*Set up by:* \_\_\_\_\_

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## Educational Tips on using Mobile Check Deposit

***Before you begin, you must be enrolled in Internet and Mobile Banking with the Touch Banking Mobile App downloaded.***

Using a Smart Phone - Go to Touch Banking

Before logging into the Mobile Deposit app, close all other apps running in the background on your mobile phone.

Log in using Internet Banking credentials

Tap on the "Deposit" Tab

- Sign/Endorse the back of your check, and label it "**For Mobile Deposit Only.**"
- When prompted for the amount, carefully enter the check amount to ensure it matches the amount written on your check.
- Flatten folded or crumpled checks before taking your photos.
- Keep the check within the view finder on the camera screen when capturing your photos.
- Try not to get too much of the areas surrounding the check.
- Take the photos of your check in a well-lit area.
- Place the check on solid dark background before taking the photo of it.
- Keep your phone flat and steady above the check when taking your photos.
- Hold the camera as square to the check as possible to reduce corner to corner skew.
- Make sure that the entire check image is visible and in focus before submitting your deposit.

### **IMPORTANT**

- Make sure there are No shadows across the check
- Make sure all four corners are visible
- Make sure the Check is not blurry
- Make sure the MICR line (numbers on the bottom of your check) is readable.