

## **Blue Ridge Bank and Trust Co. Mobile Deposit User Agreement**

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of mobile remote deposit services (“Services”) provided by Blue Ridge Bank and Trust Co. (“Bank”, “us”, “our”, or “we”) to you (“you” or “user”). Other agreements you have entered into with the Bank, including the Deposit Account Agreement and Online Banking Agreement governing your account, are incorporated by reference and made a part of this Agreement.

**1. Services.** These Services are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to the Bank or our designated processor through a mobile device.

**2. Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, on your mobile device, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, the Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**3. Qualification.** In order to enroll in the Service, you must be designated as an owner or authorized signer of a Blue Ridge Bank and Trust Co. Account (“Account”) that is eligible for this Service, and be approved by Blue Ridge Bank and Trust Co.

**4. Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts to notify you of these interruptions in the Service. We cannot assume responsibility for any technical or other difficulties or any other resulting damages that you may incur. The Services have qualification requirements and we reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

**5. Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank. The Bank is not responsible for any third party software you may need to use the Services. 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 and installation.

**6. Eligible Items.** You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). When the image of the check transmitted to the Bank is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniformed Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- a) Checks payable to any person or entity other than the person or entity that owns the Account that the check is being deposited into.

- b) Checks containing obvious alteration, 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.
- c) Checks payable jointly, unless deposited into an account in the name of all payees.
- d) Checks previously converted to a substitute check, as defined in Regulation CC.
- e) Checks drawn on a financial institution located outside the United States.
- f) Checks that are remotely created checks, as defined in Reg. CC.
- g) Checks not payable in United States currency.
- h) Checks dated more than 6 months prior to the date of deposit.
- i) Checks post-dated (made payable at some point in the future).
- j) Checks prohibited by the Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your account.
- k) Checks with any endorsement on the back other than that specified in this agreement.
- l) Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- m) Checks that have been previously deposited or negotiated in any way via any method at the Bank or any other financial institution.

**7. Procedures and Endorsements.** You agree to restrictively endorse any item transmitted through the Services, on the back of your check as "For deposit only, account # \_\_\_\_\_" or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time.

**8. Receipt of Items.** We reserve the right to reject any item transmitted through the Services, 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 the Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or will be considered a deposit and credited to your Account. We further reserve the right to charge back to your Account at any time, any item that we subsequently determine was not an eligible item. 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.

**9. Returned Deposits.** You are solely responsible for verifying that checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that we are unable to process because checks were returned unpaid by the payor financial institution. In the event that the Bank credits your Account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such checks plus any associated fees from the Account. 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 account(s) with the Bank in our sole direction. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned.

**10. Availability of Funds.** Checks deposited via the Services by 6:00 p.m. CST will be considered deposited on that business day and subject to the Funds Availability Disclosure provided during account opening of the account(s) as regulated by Regulation CC and Check 21 requirements. Otherwise, we will consider that the deposit was made on the next business day we

are open. Funds deposited using the Services will generally be made available on the first business day after the day of deposit. In some cases, we may delay your ability to withdraw funds beyond that date. Then, the funds will generally be available by the fifth business day after the day of deposit.

**11. Disposal of Deposited Items.** Upon your receipt of a confirmation from the Bank that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment. You agree to never re-present the item. You agree to retain the original check for at least fourteen (14) calendar days from the date of the image transmission. After 14 days, you agree to destroy the original checks. During those 14 days, you agree to properly handle the original check and upon request, promptly provide it to the Bank.

**12. Deposit Limits.** We reserve the right to and may establish limits on the dollar amount and/or the number of items we accept for deposit from you using the Services from time to time. Deposit limits can be found at [www.BlueRidgeBank.com](http://www.BlueRidgeBank.com). 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, such deposits will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**13. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in the Bank’s sole discretion subject to the agreements governing your account.

**14. Errors in Transmission.** By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**15. Image Quality.** The image of an item transmitted to the Bank using the Services must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.

**16. User Warranties and Indemnification.** You warrant to the Bank that:

- a) You will only transmit eligible items.
- b) Images will meet the image quality standards.
- c) You will not transmit duplicate items.
- d) You will not deposit in person or re-present the original item.
- e) All information you provide to the Bank is accurate and true.
- f) You will comply with this Agreement and all applicable rules, laws and regulations.
- g) You are not aware of any factor which may impair the collectability of the item.
- h) You agree to indemnify and hold harmless the Bank, its affiliates, officers, employees, and agents from any loss you suffer in using the Services.
- i) You further agree to indemnify and hold harmless the Bank, its affiliates, officers, employees, and agents for all losses, damages and expenses, including reasonable attorney fees, resulting from your wrongful act or omissions, breach of any provision of this Agreement, breach of any applicable law or regulation, negligence or willful misconduct.

**17. Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, 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.

**18. Termination.** We may terminate this Agreement at any time, for any reason, and without notice. You may cancel the Service at any time by calling us at (816) 358-5000, emailing us at [call.center@blueridgebank.net](mailto:call.center@blueridgebank.net), or by first class mail to: Blue Ridge Bank and Trust Co., Treasury Services Department, 4200 Little Blue Parkway, Independence, MO 64057 and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. This Agreement shall remain in full force and effect unless and until it is terminated by you or us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Account agreement or any other agreement with us.

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

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

**21. Amendments.** Terms and conditions of this Agreement may be amended in whole or part at any time with 30 days written notification to you prior to the change taking effect. If you do not agree with the change(s), you must notify Blue Ridge Bank and Trust Co. in writing prior to the effective date to cancel your access to these Services. Any use of the Service after the change has become effective, constitutes your assent to the Agreement. Amendments or changes to the term(s) or condition(s) may be made without prior notice if it does not result in higher fees, more restrictive service use, or increased liability to you.

**22. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES 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 SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (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 SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**23. LIMITATION OF LIABILITY.** YOU AGREE THAT THE BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**24. Entire Agreement.** Accounts and services provided will continue to be subject to any separate agreements governing them, except where noted in this Agreement.

**25. Governing Law.** Except to the extent superseded by Federal law, the provisions of Services shall be governed by the laws of the State of Missouri.

**26. Waiver of Jury Trial.** Customer and the Bank waive all rights to trial by jury in any litigation or other proceeding arising out of or relating to this Agreement or the Services.

September 24, 2013