

# Putnam *County* State Bank

## Application for Mobile Remote Deposit

Date:  Netteller ID:

Name:

Address:

City:  ST  ZIP

Email:  Consumer Micro-Business

Account Type	Account #	Account ID	
		Last 8 digits of Netteller	Last 4 digits of Account
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

By signing this application, I accept the terms and conditions for Mobile Remote Deposit set forth by Putnam County State Bank.

Signature

DATE

# Mobile Money Remote Deposit Anywhere

## User Agreement

This Agreement contains the terms and conditions for the use of Mobile Money Remote Deposit ("MMRD" or "Services") services that Putnam County State Bank ("PCSB", "Bank", "us", or "we") may provide to you ("you" or "user"). Other agreements you have entered into with **PCSB**, including but not limited to Accounts Agreement and Disclosure governing your **PCSB** account are incorporated by reference and made a part of this Agreement.

### Services:

Mobile Money Remote Deposit capture services are designed to allow you to make deposits to your checking, money market savings or savings accounts from your approved mobile device from anywhere by capturing check images and information and electronically delivering the items and associated deposit information to Putnam County State Bank or **PCSB's** designated processor. The device must capture an image of the front and back of each check for deposit in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

To qualify for these services, you must be a customer in good standing with Putnam County State Bank and have a **PCSB** Online Banking account. Applications must be made in person at either of our two locations: 1522 Main Street, Unionville, MO 63565 or 420 North Pearl, Milan, MO 63556.

**PCSB** offers the benefits and convenience of the Services to you free of charge. **PCSB** reserves the right to charge fees for the Services in the future.

## Acceptance of these Terms:

Your use of these 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, regular mail, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, **PCSB** 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.

## Availability of service/Contingency:

In the event you are unable to capture, balance, process, produce or transmit a file to **PCSB**, or otherwise comply with the terms of 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 PCBS location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

When using the Services, 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. Some of the Services have 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 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.

## Check requirements (including image quality):

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that image of the check transmitted to **PCSB** shall be deemed an "item" within the meaning of **Articles 3 and 4 of the Uniform Commercial Code**.

You agree that you will not use the Services to scan and deposit any checks or other items as shown below which shall be considered ineligible items:

- ✚ Checks or items payable to any person or entity other than you.
- ✚ Checks or items containing an alteration to any of the fields on the front of the check or 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.

- + Checks or items previously converted to a substitute check, as defined in Reg. CC
- + Checks or items drawn on a financial institution located outside the United States.
- + Checks or items that are remotely created checks, as defined in Reg. CC
- + Checks or items not payable in United States currency.
- + Checks or items dated more than 6 months prior to the date of deposit.
- + Checks or items prohibited by **Putnam County State Bank's** current procedures relating to the Services or which are otherwise not acceptable under the terms of your **PCSB** account
- + Checks payable on sight or payable through Drafts, as defined in Reg. CC
- + Checks with any endorsement on the back other than that specified in this agreement.

The image of an item transmitted to **PCSB** using MMRD must be legible and contain images of the front and back of the Check. The image quality of the items must comply with requirements established from time to time by the American National Standards Institute ("ANSI"), 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).

A confirmation message will appear on your mobile device when the transaction is complete. **PCSB** will notify you through the e-mail address that is on file on the status (Approval, Rejection, Hold) of the deposit.

## Endorsements and procedures:

You agree to restrictively endorse any item transmitted through MMRD as "FOR DEPOSIT ONLY" or as otherwise instructed by **PCSB**. You agree to follow any and all other procedures and instructions for use of the Services as **PCSB** may establish from time to time. Endorsements must be

made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees and you may only use MMRD to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Bank account using MMRD.

### Rejection of deposits:

After we receive Check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to your **PCSB** Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. Putnam County State Bank is not liable for any service or late charges that may be imposed against you due to **PCSB's** rejection of any Check that you transmit for deposit through MMRD. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits through e-mail, we may reject any Check transmitted through MMRD in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

### Unpaid checks:

Should you fail to produce the original check, you authorize us to deduct that amount from your account. You are solely responsible for verifying the Checks that you deposit by using the Service have been received and accepted for deposit by **PCSB**. **PCSB** will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your address on file with us, but we may choose any reasonable method for providing such notices to you.

In the event that **PCSB** credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check 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 **PCSB** in our sole discretion. 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.

You understand and agree, that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of any electronic or paper reproduction of the original Check or substitute check.

You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

### **Availability of Funds:**

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 2:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. **PCSB** may delay availability of funds 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 **PCSB**, in its sole discretion, deems relevant.

### **Storage, security and destruction/disposal of the checks:**

After you receive confirmation that we have received an image, you must securely store the original Check for 14 days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 14-day retention period expires, you must

destroy the original Check by first 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 original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Presenting checks more than once:**

Once you have used the Service to deposit a check you agree not to present, or allow anyone else to present, that original Check or substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, duties or demands from third parties with respect to such Check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any Check that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

**Deposit Limits:**

Putnam County State Bank reserves the right to establish and assign to you deposit limits for the Services (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day and each month) and to modify such limits from time to time in **PCSB's** sole discretion, and you agree to comply with all such limits. 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 deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Daily and monthly deposit dollar and count limits may vary and are subject to change at the discretion of Putnam County State Bank. Your current limits are:

Deposits/Day	\$ Amount/Day	Deposits/Month	\$ Amount/Month

## Hardware and Software requirements:

You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our services provider(s) may change these specifications and/or requirements from time to time. **PCSB** is not responsible for any third party software you may need to use MMRD. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating testing and maintaining all hardware and software necessary to use MMRD. You must install and test your mobile device, your system, and any other required hardware and software before you make your first deposit through MMRD. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. **PCSB** is not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using MMRD, e-mail or the Internet. You agree that all images and files transmitted to us through MMRD will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems.

## Duty to report errors:

Putnam County State Bank will provide you with periodic statements that will identify the deposits that you make through MMRD. In addition, you may access **PCSB's** Online Banking service for information about your deposits, return items, deposit adjustments, Check and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through MMRD have been received and accepted by **PCSB** and are accurate. Receipt of a Check by **PCSB** through MMRD does not constitute an acknowledgment by the Bank that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your **PCSB** Account Agreement. You may notify us by e-mailing us at [custserv@putnamcountystatebank.com](mailto:custserv@putnamcountystatebank.com), or writing to P.O. Box 285, Unionville, MO 63565, or telephoning us at (660) 947-2477. You can also contact our Branch location by writing to P.O. Box 245, Milan, Mo 63556 or telephoning us at (660) 265-4034. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission.



Subject to applicable law, any failure by you to notify **PCSB** of any error, omission or other discrepancy in accordance with this Agreement, and your **PCSB** Account Agreement shall relieve the Bank of any liability of such error, omission or discrepancy.

### **Errors in Transmission:**

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

### **Presentment:**

The manner in which the items are cleared, presented for payment, and collected shall be in Putnam County State Bank's sole discretion subject to the Depository Agreement and Disclosures governing your account.

### **Your Authentication method:**

You agree that we are entitled to act upon instructions we receive with respect to MMRD under you user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). 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 that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under **PCSB** Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. 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 under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through MMRD. Any requests or instructions we receive from you through MMRD using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit

transaction, Check deposited, Check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

### Data/User 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 (660) 947-2477 and with written notice at Putnam County State Bank, P.O. Box 285, Unionville, MO 63565, or our Branch location by telephone at (660) 265-4034, with written notice at P.O. Box 245, Milan, MO 63556, telephone number 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 Agreement.

You agree to keep your mobile device secure and to close your MMRD Application when not in use. If you suspect your mobile device has been lost or stolen, you must notify Putnam County State Bank immediately by calling (660) 947-2477 or our Branch at (660) 265-4034.

### Ownership & License:

You agree that **PCSB** 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 **PCSB's** business interest, or (iii) to **PCSB's** actual or potential economic disadvantage in any aspect. 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.

### 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 MMRD in your possession and your records relating to such items and transmissions.

## 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.

## LIMITATION OF LIABILITY:

YOU AGREE THAT WE 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 OF THE INABILITY TO USE THE SERVICES INCURRED BY YOUR 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 PUTNAM COUNTY STATE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

## User warranties and indemnification:

You warrant to Putnam County State Bank that:

- + You will only transmit eligible items.
- + Images will meet the image quality standards.
- + You will not transmit duplicate items.
- + You will not deposit or represent the original item.
- + All information you provide to **PCSB** is accurate and true.
- + You will comply with this Agreement and all applicable rules, laws and regulations.

✚ You agree to indemnify and hold harmless **Putnam County State Bank** from any loss for breach of this warranty provision

### Fees and Charges:

Putnam County State Bank offers the benefits and convenience of the Services to you free of charge. **PCSB** reserves the right to charge fees for the Services in the future.

### Termination:

If you wish to cancel the Service, you must notify **PCSB**, and you must also discontinue using the Service at that time. You may notify us by e-mailing us at [custserv@putnamcountystatebank.com](mailto:custserv@putnamcountystatebank.com) or writing to Putnam County State Bank, P.O. Box 285, Unionville, MO 63565, or telephoning us at (660) 947-2477. You can also get notify our branch by writing to Putnam County State Bank, P.O. 245, Milan, MO 63556, or telephone at (660) 265-4034.

### Other Terms:

You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Missouri and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

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Authorized Signature

Date

# Mobile Money Remote Deposit

Putnam County State Bank has enabled access to use Mobile Money Remote Deposit, which allows you to use a mobile device to capture images for deposits anywhere, at any time. Use the following steps to become acquainted with the functionality behind MMRD.

The following devices have been approved for use of Mobile Money RD.

- Apple® iPhone®
- Apple® iPad®
- Phone for Android™
- Phone for Windows™ 7

## Download the App

Our app can be found on the Google Play Store and the Apple Store.

- ❖ Search for Putnam County State Bank
- ❖ Select Download
- ❖ Select Install
- ❖ You must choose **ALLOW** to use our app.
- ❖ All examples are with an Android phone
- ❖ Agree to the terms and conditions

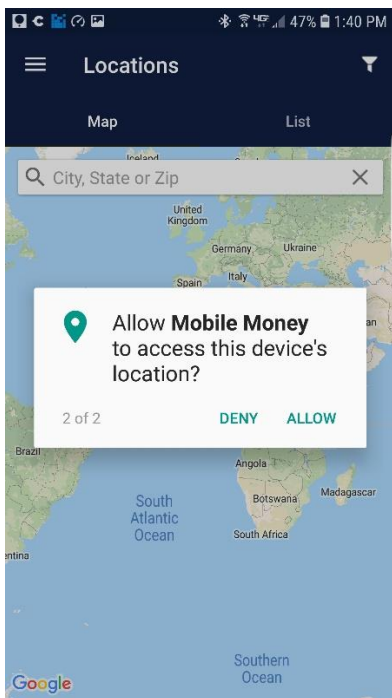
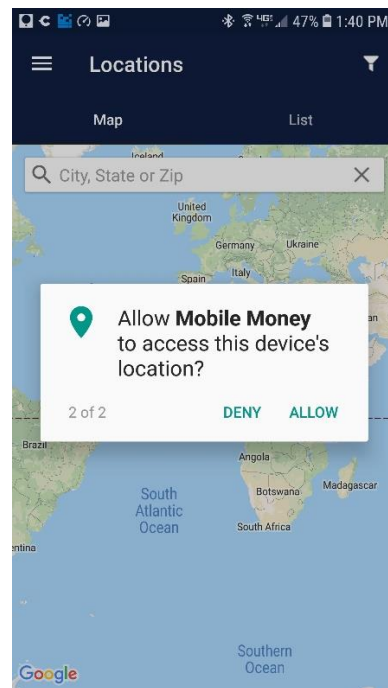


Figure 1 - Permissions



## Logging In

- ❖ Open Mobile Money app on your mobile device. Select **Login**. Complete the Mobile Money ID and Mobile Money Pin fields. This logon is the same as your Netteller logon information. Mobile Money does have biometric and face recognition capabilities, meaning you can use your fingerprint or your face to open your online banking.

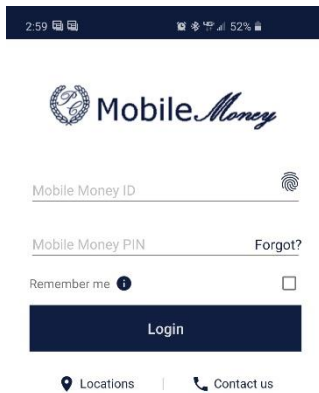


Figure 2 - Login Page

- ❖ Select **Login**.
- ❖ Choose the fingerprint to the right of "Mobile Money ID" to login with biometrics (this has to be enabled in your phone's settings)

## Making a Deposit

- ❖ From the home page, select the 3 lines to the left of **My Accounts**.

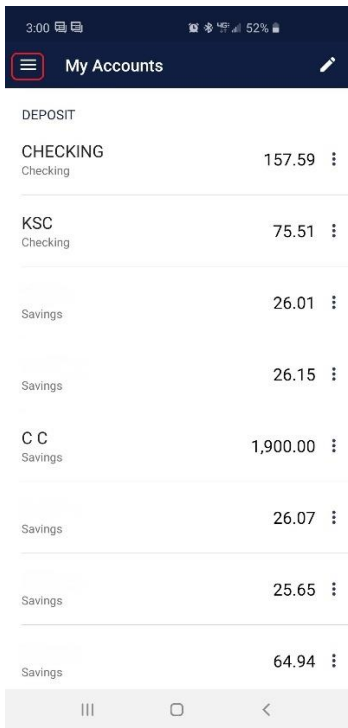


Figure 3 - My Accounts

❖ Select **Deposits**.

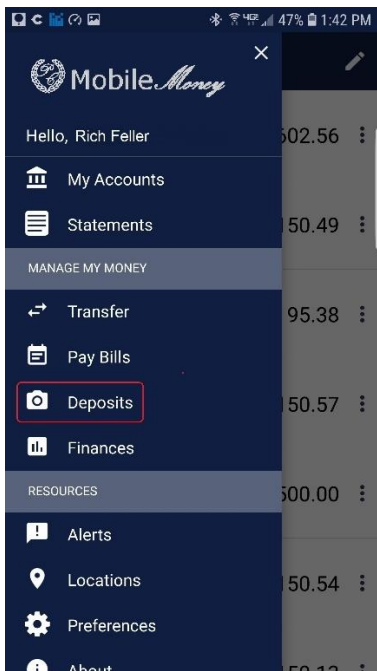
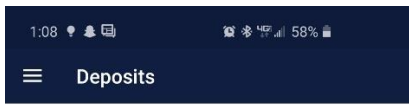


Figure 4 - Deposits

- ❖ Click on the plus sign.
- ❖ You can also review previous deposits.



No Deposits Found



Figure 5 - Starting a deposit

❖ Select **Front of Check** option to begin capturing an image of the front of the check for deposit.

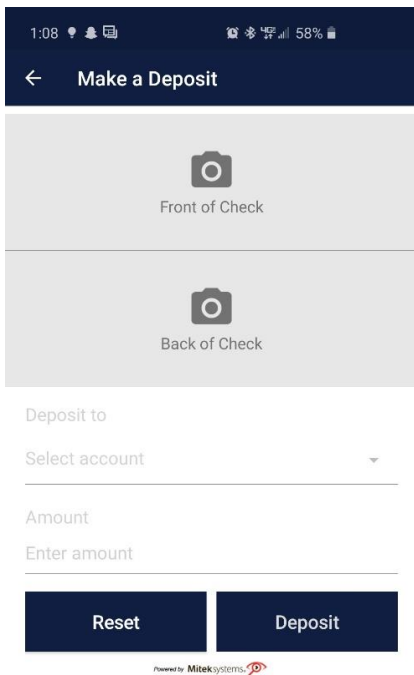


Figure 6 - Deposit Menu



- ❖ Align the check within the outline. A picture will automatically be taken of the check. Use the following guidelines to ensure your picture will be captured and read correctly.
  - Make sure there is sufficient lighting.
  - Place the check in front of a dark background
  - Ensure all edges of the check are visible in the picture
  - Avoid blurry images
  - All check edges should be within the outlines

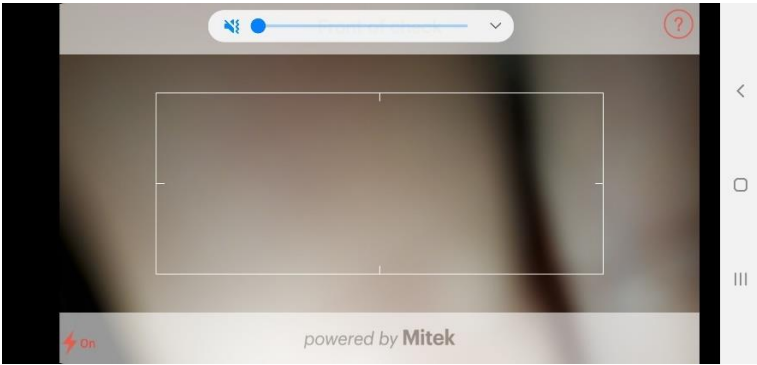


Figure 7 - Check Front Option

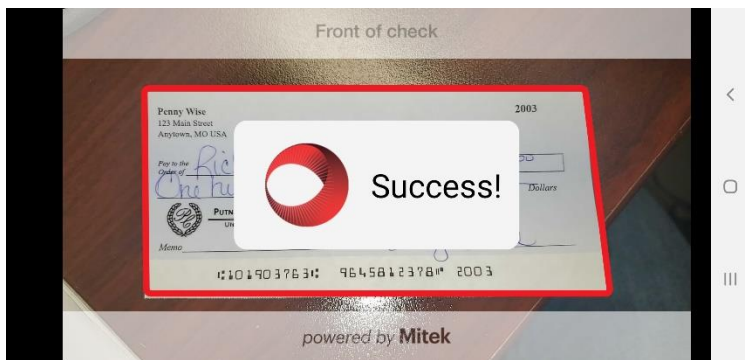


Figure 8 - Example Front Image

- ❖ Once you have your image, you will automatically be forwarded to the next step.

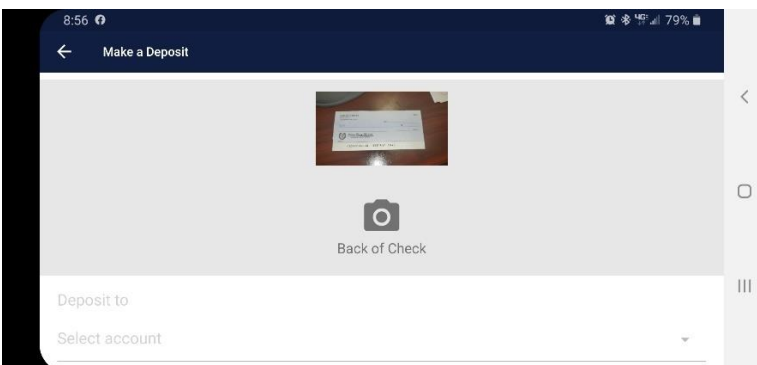


Figure 9

- ❖ A check can be edited after taking the photo by tapping **the image of the check**. The check can be viewed, rotated left or right or it can be retaken.

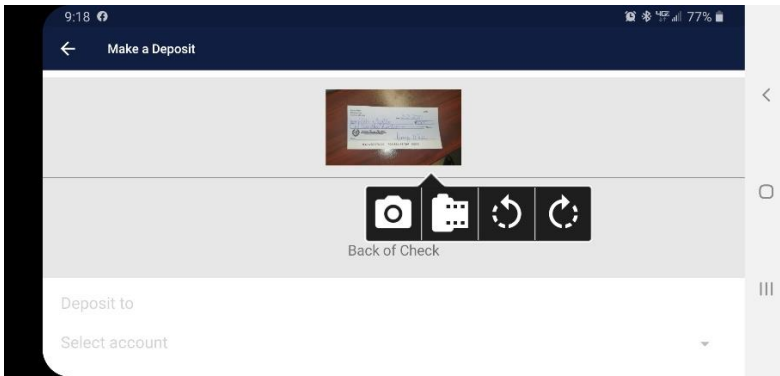


Figure 10 - Check edit

- ❖ Select **Back of Check** (Figure 9) to take a picture of the back side of the check using the same guidelines for a good image.

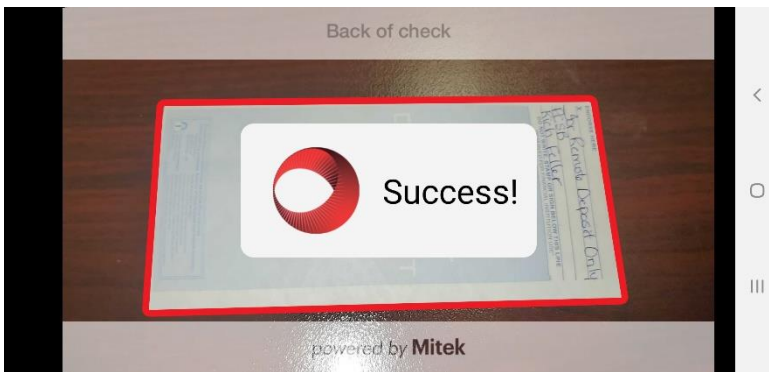


Figure 11 - Check Back Option

- ❖ All checks should be endorsed **FOR MOBILE DEPOSIT ONLY, PCSB** and signed by payee.
- ❖ Once the image is centered, the picture will auto-take and you will be returned to **Make a Deposit**.

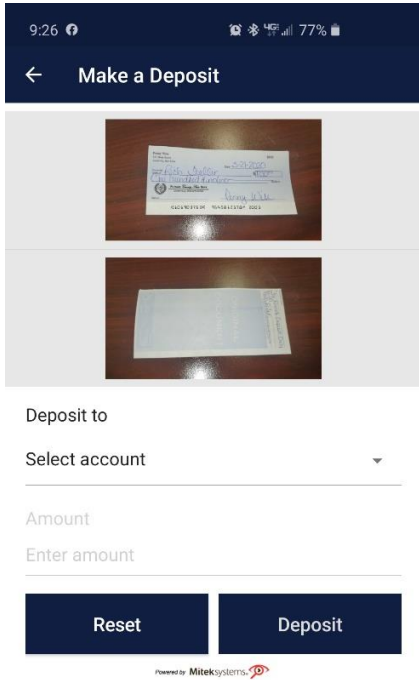


Figure 12 - Back of Check complete

- ❖ From the deposit page, tap on **Deposit to**. Designate in which account this deposit will be made.

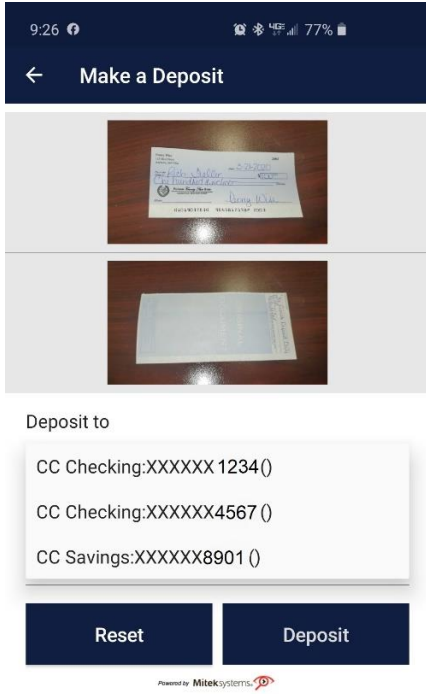


Figure 13 - Choose an account

- ❖ Enter the numerical value of the check you wish to deposit (only one check may be deposited at a time). Select **DONE**.

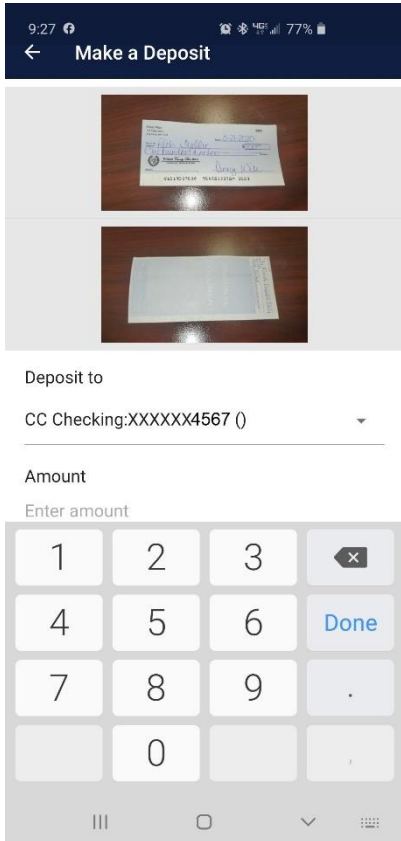


Figure 14 - Enter an amount

❖ From the Deposit page, select **Deposit** to generate the deposit.

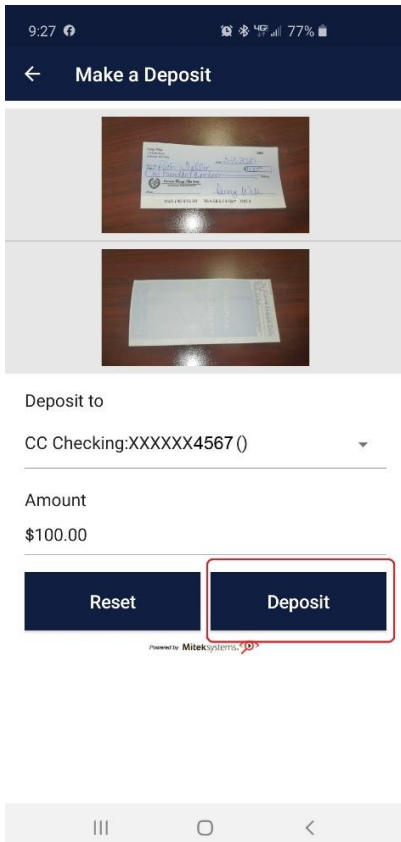


Figure 15 - Finished Deposit

- ❖ Make sure you receive the **Deposit Confirmation**.
- ❖ You can start another deposit or tap Done.

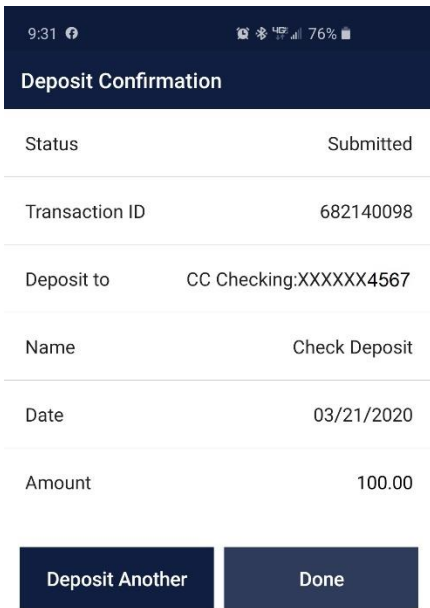


Figure 14 - Deposit Confirmation

- ❖ An email notification from [custserv@putnamcountystatebank.com](mailto:custserv@putnamcountystatebank.com) will be sent to the email address on file when the item has been processed.

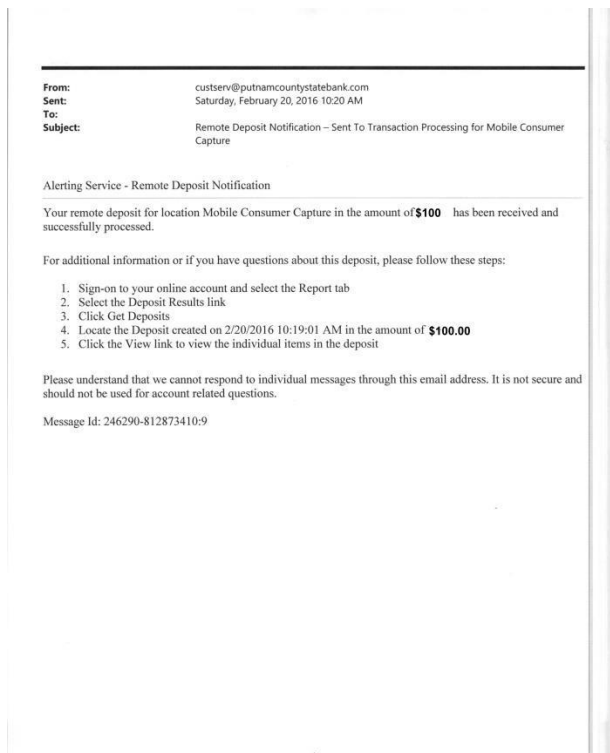


Figure 15 - Email Example

# Mobile Money Remote Deposit Anywhere

## User Agreement

This Agreement contains the terms and conditions for the use of Mobile Money Remote Deposit ("MMRD" or "Services") services that Putnam County State Bank ("PCSB", "Bank", "us", or "we") may provide to you ("you" or "user"). Other agreements you have entered into with **PCSB**, including but not limited to Accounts Agreement and Disclosure governing your **PCSB** account are incorporated by reference and made a part of this Agreement.

### Services:

Mobile Money Remote Deposit capture services are designed to allow you to make deposits to your checking, money market savings or savings accounts from your approved mobile device from anywhere by capturing check images and information and electronically delivering the items and associated deposit information to Putnam County State Bank or **PCSB's** designated processor. The device must capture an image of the front and back of each check for deposit in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

To qualify for these services, you must be a customer in good standing with Putnam County State Bank and have a **PCSB** Online Banking account. Applications must be made in person at either of our two locations: 1522 Main Street, Unionville, MO 63565 or 420 North Pearl, Milan, MO 63556.

**PCSB** offers the benefits and convenience of the Services to you free of charge. **PCSB** reserves the right to charge fees for the Services in the future.

## Acceptance of these Terms:

Your use of these 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, regular mail, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, **PCSB** 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.

## Availability of service/Contingency:

In the event you are unable to capture, balance, process, produce or transmit a file to **PCSB**, or otherwise comply with the terms of 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 PCBS location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

When using the Services, 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. Some of the Services have 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 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.

## Check requirements (including image quality):

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that image of the check transmitted to **PCSB** shall be deemed an "item" within the meaning of **Articles 3 and 4 of the Uniform Commercial Code**.

You agree that you will not use the Services to scan and deposit any checks or other items as shown below which shall be considered ineligible items:

- ✚ Checks or items payable to any person or entity other than you.
- ✚ Checks or items containing an alteration to any of the fields on the front of the check or 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.

- + Checks or items previously converted to a substitute check, as defined in Reg. CC
- + Checks or items drawn on a financial institution located outside the United States.
- + Checks or items that are remotely created checks, as defined in Reg. CC
- + Checks or items not payable in United States currency.
- + Checks or items dated more than 6 months prior to the date of deposit.
- + Checks or items prohibited by **Putnam County State Bank's** current procedures relating to the Services or which are otherwise not acceptable under the terms of your **PCSB** account
- + Checks payable on sight or payable through Drafts, as defined in Reg. CC
- + Checks with any endorsement on the back other than that specified in this agreement.

The image of an item transmitted to **PCSB** using MMRD must be legible and contain images of the front and back of the Check. The image quality of the items must comply with requirements established from time to time by the American National Standards Institute ("ANSI"), 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).

A confirmation message will appear on your mobile device when the transaction is complete. **PCSB** will notify you through the e-mail address that is on file on the status (Approval, Rejection, Hold) of the deposit.

## Endorsements and procedures:

You agree to restrictively endorse any item transmitted through MMRD as "FOR DEPOSIT ONLY" or as otherwise instructed by **PCSB**. You agree to follow any and all other procedures and instructions for use of the Services as **PCSB** may establish from time to time. Endorsements must be

made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees and you may only use MMRD to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Bank account using MMRD.

### Rejection of deposits:

After we receive Check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to your **PCSB** Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. Putnam County State Bank is not liable for any service or late charges that may be imposed against you due to **PCSB's** rejection of any Check that you transmit for deposit through MMRD. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits through e-mail, we may reject any Check transmitted through MMRD in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

### Unpaid checks:

Should you fail to produce the original check, you authorize us to deduct that amount from your account. You are solely responsible for verifying the Checks that you deposit by using the Service have been received and accepted for deposit by **PCSB**. **PCSB** will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your address on file with us, but we may choose any reasonable method for providing such notices to you.

In the event that **PCSB** credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check 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 **PCSB** in our sole discretion. 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.

You understand and agree, that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of any electronic or paper reproduction of the original Check or substitute check.

You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

### **Availability of Funds:**

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 2:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. **PCSB** may delay availability of funds 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 **PCSB**, in its sole discretion, deems relevant.

### **Storage, security and destruction/disposal of the checks:**

After you receive confirmation that we have received an image, you must securely store the original Check for 14 days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 14-day retention period expires, you must

destroy the original Check by first 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 original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Presenting checks more than once:**

Once you have used the Service to deposit a check you agree not to present, or allow anyone else to present, that original Check or substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, duties or demands from third parties with respect to such Check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any Check that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

**Deposit Limits:**

Putnam County State Bank reserves the right to establish and assign to you deposit limits for the Services (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day and each month) and to modify such limits from time to time in **PCSB's** sole discretion, and you agree to comply with all such limits. 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 deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Daily and monthly deposit dollar and count limits may vary and are subject to change at the discretion of Putnam County State Bank. Your current limits are:

Deposits/Day	\$ Amount/Day	Deposits/Month	\$ Amount/Month

## Hardware and Software requirements:

You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our services provider(s) may change these specifications and/or requirements from time to time. **PCSB** is not responsible for any third party software you may need to use MMRD. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating testing and maintaining all hardware and software necessary to use MMRD. You must install and test your mobile device, your system, and any other required hardware and software before you make your first deposit through MMRD. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. **PCSB** is not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using MMRD, e-mail or the Internet. You agree that all images and files transmitted to us through MMRD will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems.

## Duty to report errors:

Putnam County State Bank will provide you with periodic statements that will identify the deposits that you make through MMRD. In addition, you may access **PCSB's** Online Banking service for information about your deposits, return items, deposit adjustments, Check and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through MMRD have been received and accepted by **PCSB** and are accurate. Receipt of a Check by **PCSB** through MMRD does not constitute an acknowledgment by the Bank that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your **PCSB** Account Agreement. You may notify us by e-mailing us at [custserv@putnamcountystatebank.com](mailto:custserv@putnamcountystatebank.com), or writing to P.O. Box 285, Unionville, MO 63565, or telephoning us at (660) 947-2477. You can also contact our Branch location by writing to P.O. Box 245, Milan, Mo 63556 or telephoning us at (660) 265-4034. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission.

Subject to applicable law, any failure by you to notify **PCSB** of any error, omission or other discrepancy in accordance with this Agreement, and your **PCSB** Account Agreement shall relieve the Bank of any liability of such error, omission or discrepancy.

### **Errors in Transmission:**

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

### **Presentment:**

The manner in which the items are cleared, presented for payment, and collected shall be in Putnam County State Bank's sole discretion subject to the Depository Agreement and Disclosures governing your account.

### **Your Authentication method:**

You agree that we are entitled to act upon instructions we receive with respect to MMRD under you user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). 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 that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under **PCSB** Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. 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 under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through MMRD. Any requests or instructions we receive from you through MMRD using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit

transaction, Check deposited, Check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

### Data/User 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 (660) 947-2477 and with written notice at Putnam County State Bank, P.O. Box 285, Unionville, MO 63565, or our Branch location by telephone at (660) 265-4034, with written notice at P.O. Box 245, Milan, MO 63556, telephone number 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 Agreement.

You agree to keep your mobile device secure and to close your MMRD Application when not in use. If you suspect your mobile device has been lost or stolen, you must notify Putnam County State Bank immediately by calling (660) 947-2477 or our Branch at (660) 265-4034.

### Ownership & License:

You agree that **PCSB** 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 **PCSB's** business interest, or (iii) to **PCSB's** actual or potential economic disadvantage in any aspect. 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.

### 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 MMRD in your possession and your records relating to such items and transmissions.

## 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.

## LIMITATION OF LIABILITY:

YOU AGREE THAT WE 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 OF THE INABILITY TO USE THE SERVICES INCURRED BY YOUR 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 PUTNAM COUNTY STATE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

## User warranties and indemnification:

You warrant to Putnam County State Bank that:

- + You will only transmit eligible items.
- + Images will meet the image quality standards.
- + You will not transmit duplicate items.
- + You will not deposit or represent the original item.
- + All information you provide to **PCSB** is accurate and true.
- + You will comply with this Agreement and all applicable rules, laws and regulations.



✚ You agree to indemnify and hold harmless **Putnam County State Bank** from any loss for breach of this warranty provision

### Fees and Charges:

Putnam County State Bank offers the benefits and convenience of the Services to you free of charge. **PCSB** reserves the right to charge fees for the Services in the future.

### Termination:

If you wish to cancel the Service, you must notify **PCSB**, and you must also discontinue using the Service at that time. You may notify us by e-mailing us at [custserv@putnamcountystatebank.com](mailto:custserv@putnamcountystatebank.com) or writing to Putnam County State Bank, P.O. Box 285, Unionville, MO 63565, or telephoning us at (660) 947-2477. You can also get notify our branch by writing to Putnam County State Bank, P.O. 245, Milan, MO 63556, or telephone at (660) 265-4034.

### Other Terms:

You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Missouri and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

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Authorized Signature