

Mobile Deposit User Agreement (“Agreement”):

This Agreement contains the terms and conditions for the use of First City Bank’s (“us,” or “we”) Mobile Check Deposit that we or our affiliates may provide to you (“you,” or “User”). Other agreements you have entered into with First City Bank, including the Account Agreement, Electronic Funds Transfer Agreement and other Disclosures governing your First City Bank account, are incorporated by reference and made a part of this Agreement.

- 1. Services.** The mobile check deposit services (“Services”) are designed to allow you to make deposits to your checking, savings, or money market accounts from your smartphone or tablet by taking a picture of the check(s) and delivering the images and associated deposit information to First City Bank First City Bank’s designated processor.
- 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 email, mobile app, online banking 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, First City 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. Limitations of Service.** 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. 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.
- 4. Eligible items.** You agree to deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to First City Bank shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Ohio. You agree that you will **not** use the Services to deposit any checks or other items as shown below:
 - a. Checks or items payable to any person or entity other than you.
 - b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
 - c. Checks or items containing obvious 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.
 - d. 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.
 - e. Checks or items that are remotely created checks, as defined in Reg CC.
 - f. Checks or items not payable in United States currency.
 - g. Checks or items dated more than 6 months prior to the date of deposit.
 - h. Checks or items prohibited by First City Bank current procedures relating to the Services or which are otherwise not acceptable under the terms of your First City Bank account.
- 5. Requirements.** Each image must be legible and provide all information on the front and back of the original check. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

- 6. Endorsements.** Each check must be endorsed on the back within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and the phrase “For Mobile Deposit to First City Bank”. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both 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 your joint owner, both of you must endorse the check.
- 7. 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 First City Bank or First City Bank’s designated processor that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
- 8. Availability of Funds.** For purposes of funds availability, Mobile Deposits are considered deposited at our office. Mobile Deposits confirmed as received before 3pm Eastern Standard Time will be credited to your account on that business day. Deposits received after 3 pm Eastern Standard Time, and deposits confirmed received on Saturday, holidays or days that are not business days will be credited to your account the following business day. Funds will be available as described in our Funds Availability Disclosure.
- 9. Deposited Funds on “Hold.”** We may place a “hold” on your account for the amount of a deposited check to ensure that there are sufficient funds to cover the check amount if the deposited check is returned unpaid. If we do place a hold on your deposit, you will be notified of the dates the funds will be available for the payment of checks or withdrawals .
- 10. Disposal of Transmitted Items.** After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar 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 10 calendar 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 such period expires, you must destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or other commercially acceptable means of destruction.
- 11. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, 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 in the future.
- 12. Errors.** You agree to notify us of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable First City Bank account statement is sent. Unless you notify us within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against First City Bank for such alleged error.
- 13. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in First City Bank’s sole discretion subject to the Account Agreement and Disclosures governing

your account.

14. Ownership & License. You agree that First City 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 First City Bank's business interest, or (iii) to First City Bank's actual or potential economic disadvantage in any aspect. You may use the Services 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.

15. 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 NONINFRINGEMENT. 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.

16. 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 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 FIRST CITY BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

17. User warranties and indemnification. You warrant to First City 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 or represent the original item.
- e. All information you provide to First City Bank is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless First City Bank from any loss for breach of this warranty provision.

18. Termination We may terminate this agreement at any time and for any reason. This agreement shall remain in full force and effect unless and until it is terminated by 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 term of your account agreement or Electronic Funds Transfer Agreement.

19. Other terms. You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Ohio 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.