

## Mobile Deposit Capture Terms & Conditions

By using People's Bank Mobile Deposit, you agree to the terms and conditions stated below and disclosures provided to you in conjunction with People's Mobile Banking and your accounts.

### Warning

People's Bank Mobile Deposit is a proprietary service exclusively for authorized users of People's Bank Mobile Banking. These services are to be used only by authorized users, and by continuing to use these services, the user represents that he/she is an authorized user. Unauthorized access or use is not permitted and constitutes a crime punishable by law. We reserve the right to terminate this service in whole or in part at any time, with or without cause, or without prior notice.

### General Requirements

- You must be an authorized user of People's Bank Mobile Banking.
- You must have a People's Bank Checking account(s) in good standing.
- You must have a camera-enabled mobile device to use this service.

### Service Description

The Mobile Deposit Capture services are designed to allow you to make deposits to your checking account(s) from your camera-enabled mobile device capable of capturing check images and information and electronically delivering this information to People's Bank. The device must capture an image of the front and back of each check to be deposited; must read and capture the magnetic ink character line on each check; and must read and capture all such other data and information as required for the processing of these checks for payment.

### Deposit Limits

People's Bank reserves the right to establish deposit limits for the service (including limits on the dollar amount and/or number of checks that you may transmit through the service each day, week, and month, and to modify the limits from time to time at the Bank's sole discretion). The current aggregate deposit limits are as follows:

- \$5,000 each day

### Funds Availability

If we confirm receipt of your deposit on a business day before 5pm (PST), we will consider that day to be the day of your deposit; otherwise, your check will be considered deposited as of the next business day. We generally make funds from your check deposits available to you in accordance with the timeframes and in the amounts set forth in your Deposit Account Terms & Conditions agreement if we decide to delay availability for a longer period, we will notify you by mail.

### Fees and Charges

People's Bank offers this service free of charge but reserves the right to charge fees in the future.

### Endorsements and Procedures

You agree to restrictively endorse any item transmitted by you as:

FOR MOBILE DEPOSIT ONLY XXXX  
(the last four digits of your account number)  
Your Signature

You agree to follow any and all other procedures and instructions for use of the services as People's Bank may establish from time to time. Endorsements must be made on the back of the check within 1-1/2 inches from the top edge. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. Check must be payable to the account owner. 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 can only be deposited into an account jointly owned by all such payees. If the check is payable to you OR your joint owner, either of you can endorse it. You may not use Mobile Capture to deposit a check made payable to you and any non-joint owner.

### Eligible Items

You may only use this service to deposit images of original checks.

You may not deposit any of the following:

- Checks previously returned to you unpaid for any reason.
- Checks previously converted to a substitute check or an image replacement document.
- Checks that contain evidence of any alteration or that you suspect may be fraudulent or otherwise not authorized.
- Checks that are payable to another person or entity and then endorsed by you.
- Checks drawn on an institution outside of the United States, or not payable in U.S. currency.
- Checks that are postdated or more than six months old.
- Checks payable to Cash.

- Travelers Checks.
- Government Checks.
- Checks that are otherwise not acceptable under the terms and conditions of your Bank account agreement.

### **Check Requirements (including image quality)**

The image of an item transmitted to People's Bank must be legible and contain images of the front and back of the check. The image quality of the items must ensure 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 maker; the date; the check number; the information identifying the maker and the paying financial institution that is preprinted on the check including the MICR line; the endorsement on the back; and all other information placed on the check prior to the time of Mobile Capture.

### **Rejection of Deposits**

After we receive check images and all other required deposit information from you, we shall provisionally credit your account for the total amount of such check. The provisional credit is subject to final payment of the check and is also subject to your 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. People's Bank is not liable for any service or late charges that may be imposed against you due to our rejection. 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, we may reject any check submitted through Mobile Capture 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 from Mobile Capture, you must physically deposit the original check.

### **Unpaid Checks**

You are solely responsible for verifying that checks you deposit by using the service have been received and accepted for deposit by People's Bank. People's Bank will provide you with notice of any check that is returned unpaid by the payor's financial institution. You agree to accept such notices at your email address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that People's Bank credits your account for a check that is subsequently dishonored and returned, you authorize People's Bank to debit the amount of such check plus any associated fees from the account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original check.

### **Your Responsibility**

You are solely responsible if you intentionally or unintentionally submit incorrect, duplicate or illegible images to or if the service is used by authorized or unauthorized persons to submit fraudulent unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

### **Original Checks**

After you receive confirmation that we have successfully received an image and completed your deposit, you must securely store the original check for a minimum of 60 days, but not more than 90 days, at which time you must thoroughly destroy it. At our request, you must provide us with the original check (if it is still in your possession).

### **Duty to Report Errors**

People's Bank will provide you with periodic statements that will identify the deposits that you make using Mobile Capture. In addition, you may access your transaction history through Online or Mobile Banking for information about your deposits, returned items, adjustments, checks and other transactions. You agree that it is your responsibility to review all such information that People's Bank makes available to you in a timely manner to verify that deposits made through Mobile Capture have been received and accepted by us and are accurate. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your account agreement. You may contact us by coming into any of our local branches or by calling 1-866-454-4735. You agree to cooperate in any investigation of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the bank of any error, omission or discrepancy in accordance with this agreement or your account agreement shall relieve People's Bank of any liability for such error, omission or discrepancy.

### **Availability of Service/Contingency**

In the event you are unable to capture, balance, process or transmit the check to People's Bank, for any reason, including but not limited to communications, equipment, software outages, interruptions or failures, you will transport or mail the original check (s) to a bank location. The deposits of original checks at an office of People's Bank will be governed by the terms and conditions of your deposit account agreement.

### **Other Disclosures**

- We reserve the right to terminate your mobile banking services in whole or in part at any time, with or without cause, or without prior notice. You may also give us termination notice. In either event we may, but are not obligated to, immediately discontinue making previously authorized transfers that have not yet been made.

- We reserve the right to temporarily suspend services or availability in situations deemed appropriate by us at our sole discretion.
- In general, Mobile banking will be available 24 hours per day, seven days per week.
- Federal law gives consumers the right to limit some but not all sharing of your personal information. People's Bank Privacy Notice tells you how we collect, share and protect your personal information. This information is available at [www.peoplesbank.bank/privacy-policy](http://www.peoplesbank.bank/privacy-policy)
- We also provide disclosures on Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. This disclosure was provided to you at time of account opening and tells you your rights and obligations, fees and how to report unauthorized transactions. A copy of said disclosures may also be requested by contacting a local People's Bank branch or calling 1-866-454-4735.

### **No Warranty**

This service and its features and content and the material contained is provided "as/is", "as available." People's Bank does not warrant the accuracy, adequacy or completeness of content or function, and expressly disclaims liability for errors or omissions. No warranty of any kind (e.g., implied, expressed or statutory, including but not limited to the warranties of non-infringement, title, merchantability, fitness for a particular use and freedom from computer virus) is given in conjunction with this service.

### **Limitation of Liability**

You acknowledge that in no event will People's Bank or its affiliates be liable for any damages, including, without limitation, direct, indirect, special, incidental, or consequential damages, losses or expenses arising in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or system failure, even if People's Bank has been advised of the possibility of such damages.

### **Indemnification**

You agree to defend, indemnify and hold harmless People's Bank, its related entities, and their respective officers, employees and agents from and against any and all claims, actions, suits, proceedings, losses, liabilities, damages, costs and expenses, including attorneys' fees arising out of or related to your use of this service.