

Mobile Deposit Capture User Agreement (“Agreement”)

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

Services

The Services are designed to allow you to make deposits of the electronic image of a check (“Item”) to your eligible checking, savings, or money market accounts at UCB by capturing an electronic image of the Item with the capture device (such as a camera) on your mobile device and submitting images and information about the Item to UCB or UCB’s designated processor.

Acceptance of these Terms

Your use of the Services constitutes your acceptance of this Agreement. UCB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. We will notify you of any material change via postal mail at that address we have on your account record. We will also post the most current Agreement applicable to the Services on our website at www.ucbwi.com. Your continued use of the Services will indicate your acceptance of the revised Agreement and of any such changes to the Services.

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. 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.

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 UCB shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Wisconsin. You agree that you will not use the Services to deposit any checks or other items as shown below:

- a. Items that have already been presented to, or paid by, another person, company or depository institution;
- b. Items payable to any person or entity other than you (third party checks);
- c. 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;
- d. Items containing obvious alteration to any of the fields on the front of the 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 Item is drawn;
- e. Items previously converted to a substitute check, as defined in Reg CC;
- f. Items drawn on a financial institution located outside the United States;
- g. Items that are remotely created checks, as defined in Reg CC;
- h. Items not payable in United States currency;
- i. Items dated more than 6 months prior to the date of deposit; or
- j. Items prohibited by UCB’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your UCB account.

Image Quality

The image of an Item transmitted to UCB using the Services must be legible and clear. It must not be altered. It must capture all pertinent information from both sides of the Item. The image quality must comply with industry requirements established and updated by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve System and any other regulatory agency, clearing house or association.

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Services as “For Deposit Only” or as otherwise instructed by UCB. You agree to follow any and all other procedures and instructions for use of the Services as UCB may establish from time to time.

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 UCB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

Processing Time and Availability of Funds

Items transmitted through the Services are not subject to the funds availability requirements set forth in the “Funds Availability Policy” as the Items are considered an “electronic” deposit. Except as otherwise provided herein, items transmitted using the Services will be available subject to the Bank’s approval. If we receive the image of an Item for deposit on or before 4:30pm Central Time (CT) on a Business Day (as defined in the Deposit Account Agreement), we will consider that day the day of deposit. If we receive the image of an Item for deposit after 4:30pm CT or on a weekend or on a non-Business Day, we will consider the next Business Day as the day of deposit. You acknowledge that all credits given by the Bank for an item are provisional, subject to verification and final settlement. The Bank shall have no liability for the return or refusal of any item. For Items deposited into eligible accounts, generally all funds will be available one (1) Business Day after the day of deposit. If we are not going to make all the funds from your deposit available one (1) Business Day after the day of deposit, we will notify you and will attempt to tell you when the funds will be available.

Returned Items

Any credit to your account for checks deposited using the Services is provisional. If original checks deposited through the Services are dishonored, rejected or otherwise returned unpaid for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that the Bank may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You agree to pay a charge back fee of \$7.00 per item and authorize to charge your Account for the fee. You further understand that this fee is subject to change at any time and if so, you will be provided sufficient notice prior to the change. You will reimburse the Bank for all loss, cost, damage or expenses caused by or relating to the processing of the returned item. Without the Bank’s approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

Disposal of Transmitted Items

Upon your receipt of a confirmation from UCB that we have received the image of an Item, you agree to safeguard and keep the original Item for 15 Business Days after you have transmitted the Item. You agree that you will promptly provide any retained item to UCB as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for UCB’s audit purposes. After 15 Business Days following the deposit using the Service, if you have verified that the funds have been credited to your account, you agree to mark the item as “Electronically Presented” or “VOID” and to properly dispose of it to ensure that it is not presented for deposit again. If you fail to follow these procedures and you or any third party cashes or re-deposits the Item, you may be liable to us for the amount of the Item.

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number(s) of deposits that you transmit using the Services and to modify such limits from time to time. The total amount of deposits that you capture and submit using the Services will not exceed the following limits:

	<u>Number of Items:</u>	<u>Dollar Amount:</u>
Per day:	5	\$ 12,500.00
Per week:	15	\$ 25,000.00
Per month:	25	\$ 50,000.00

The maximum amount of any individual Item cannot exceed \$3,000.00

Fees

You agree to pay all fees associated with the Services and understand that the fees are subject to change at any time and if so, you will be provided sufficient notice prior to the change. Currently, there is a fee of \$.25 per electronic check image deposited for the Services. Your deposit accounts are still subject to fees, charges, balance requirements, etc. articulated in the Deposit Agreement. Your deposit accounts are also subject to optional services, such as Non-Sufficient Funds Fees or Stop Payment Fees. You agree to pay such fees and charges, and authorize the Services to charge your Account for these amounts and any additional charges that may be incurred by you.

Hardware and Software

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by UCB from time to time. See ucbwi.com for current hardware and software specifications. UCB 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.

Errors

You agree to notify UCB of any suspected errors regarding items deposited through the Services immediately and in no event later than 60 days after the applicable UCB account statement is provided. Unless you notify UCB 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 UCB for such alleged error.

Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in UCB's sole discretion subject to the Deposit Account Agreement and Disclosures governing your account.

Periodic Statements

Any activity on your Account conducted through the Services will appear on your periodic Account statement.

Ownership & License

You agree that UCB 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 UCB's business interest, or (iii) to UCB's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use 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.

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 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 UCB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

User warranties and indemnification

You warrant to UCB 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 UCB is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You agree to indemnify and hold harmless UCB from any loss for breach of this warranty provision.

Other terms

You may not assign this Agreement. This Agreement is entered into in Wisconsin, and shall be governed by the laws of the State of Wisconsin 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.

Notification of Change in Name, Address or Mobile Device

You agree to notify us promptly in writing of any change to your name, address (including email address) or Mobile Device to United Community Bank, 105 South Main Street, P.O. Box 67, Poynette, WI 53955.