



## CONSUMER MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

This Mobile Remote Deposit Services Agreement (this "Agreement") governs your use of our "Mobile Deposit" service. Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor using your camera enabled Mobile Device. After you login to Mobile Banking, you may apply for Mobile Deposit. "You" and "your" mean the person using Remote Deposit. "Our," "us," "we," and "bank" mean The Juniata Valley Bank. Your use of Mobile Deposit constitutes your acceptance of this Agreement.

**1. Other Agreements.** Your Online Banking Agreement and Deposit Account Agreement also remain in full force and effect and govern your use of Remote Deposit. In the event of a conflict between this Agreement and either your Online Banking Agreement, or your Deposit Account Agreement, this Agreement shall control.

**2. Acceptance of these Terms.** Your use of Mobile Deposit 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 or by posting notice of such change on our website and such change shall be effective thirty (30) days following our posting of such notice. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, the bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. In the event that an immediate change is needed to ensure the security of the Services, we will post a notice of any such change on our website. You may choose to accept or decline such changes by continuing or discontinuing the Services.

**3. Limitations of Services.** When using Mobile Deposit, you may experience technical or other difficulties. We will not be responsible 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.

**4. Joint Accounts.** You understand and agree that to the extent permitted under applicable law each owner of a bank account is jointly and individually responsible for all Mobile Deposit transactions that affect that account.

**5. Eligible items.** You agree to scan and deposit only checks as that term is defined under Federal Reserve Regulation CC ("Reg CC"). At its discretion, the bank may refuse to accept certain items for deposit based on regulatory or security considerations. Examples of items NOT accepted for deposit by use of Mobile Deposit include, but are not limited to:

- Checks payable to any person or entity other than you (such as checks payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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 is drawn.
- Checks not payable in US Currency, or that are drawn on a financial institution located outside the United States (for example Canadian items) even if payable in US Currency;
- Checks that are otherwise not acceptable under the terms of your bank account

**6. Requirements of Images.** The image of an item transmitted to the bank using Mobile Deposit must be legible and contain images of the front and back of the check. The image quality of the items must meet the standards 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 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).
- Endorsements must be made on the back of the check within 1 1/2 inches from the top edge, although we may, at our sole and absolute discretion, accept endorsements outside this space. Your endorsement must include your signature and the words "**FOR MOBILE DEPOSIT AT JVB**" under your signature. 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 Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement, including without limitation the requirement that you notify us of any error in a deposit within 60 days after you receive the monthly statement showing the deposit. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the bank that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Following receipt of such confirmation, the bank will process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

**8. Errors.** You agree to notify the bank of any suspected errors regarding items deposited through the Mobile Deposit immediately, and in no event later than sixty (60) days after the applicable bank account statement is sent. Unless you notify the bank within sixty (60) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the bank for such alleged error.

**9. Original checks.** After you receive confirmation that we have received an image, you must securely store the original check for 14 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 may 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 another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if the check is presented to another party and that party asks that we make a payment based on that original check that has already been paid.

**10. Returned Deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, 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 we 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 will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

**11. Right of Setoff.** We may debit any of your accounts, including accounts other than the one on which the particular item was presented, to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**12. Your Warranties.** You make the following warranties and representations with respect to each and every original check you use to create an image using Mobile Deposit and every image you transmit to the bank. You represent and warrant to the bank that:

- you assume responsibility for any check that is transmitted which for any reason is not paid;
- you are a person entitled to enforce the check;
- neither the check nor the image is counterfeit;

- neither the check nor the image has been altered;
- neither the check nor any image of the check has been previously paid;
- no depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, an item transmitted as a image, or any check or item derived from such image, such that said person will be asked to make a payment based on an item that it has already paid;
- you shall properly endorse each check and deposit said check to an account at the bank that matches your name;
- you shall deposit only checks made payable to you;
- neither the check nor the image is subject to a defense or claim in recoupment that can be asserted against you;
- you have no knowledge of any insolvency proceeding commenced with respect to you or, in the case of an unaccepted check, the drawer;
- all information provided by you to the bank is accurate and true;
- files submitted by you to the bank do not contain computer viruses or malware;
- the image is a digitized image of the front and back of the original check and accurately represents all of the information on the front and back of the check as of the time you converted the check to an image;
- if the image is being deposited into a bank account designated by the bank as a sole proprietor account, you have retained supporting documentation regarding the image that shows the item is payable and authorizes the payee to charge and collect the monies owed;
- the image contains all endorsements applied by parties that previously handled the check in any form for forward collection or return;
- each of the checks were duly authorized in the amount stated on the corresponding image and to the payee stated on such image;
- the bank will not suffer any loss as a result of your retention or destruction of the paper originals of images; and
- you have performed and will perform all of its obligations under this Agreement. You shall be deemed to repeat and reaffirm each of the foregoing representations and warranties at the time any check and/or image is delivered to the bank through the Mobile Deposit.
- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

- With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule.
- You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**13. Compliance with Law.** You will use Mobile Deposit only for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

**14. Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches. 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.

**15. Funds Availability.** For purposes of funds availability, Mobile Deposits are considered deposited at a branch of this financial institution. Mobile Deposits confirmed as received before 4:00pm EST on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after close of business and deposits confirmed received on holidays or days that are not business days will be credited to your account within 24 hours of the following business day. Funds will be available as described in our Funds Availability Disclosure.

**16. Mobile Deposit 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 (855) 582-5101 and with written confirmation at The Juniata Valley Bank, Electronic Banking Department, PO Box 66, Mifflintown, PA 17059 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.

**17. 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. Unless otherwise specified by the bank, changes to such limits shall be effective immediately upon notice to you via email or the bank's website.

**18. Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Remote Deposit technology or service, copy or reproduce all or any part of the Remote Deposit technology or service; or interfere, or attempt to interfere, with the Remote Deposit technology or service. We and our technology partners, including but not limited to Digital Insight and Vertifi Software, LLC, retain all rights, title and interests in and to the Remote Deposit services, software and development made available to you.

**19. Financial Information.** You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for Mobile Deposit or any other remote banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

**20. Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Remote Deposit services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents and Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to your use of the Remote Deposit services, Vertifi or Digital Insight applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE 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 ANY REMOTE BANKING SERVICE, 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 ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE 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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

## **21. General Terms and Conditions.**

Assignment. You may not assign this Agreement.

Governing Law. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Pennsylvania, except that any conflict of laws rules of that jurisdiction that may require reference to the laws of some other jurisdiction shall be disregarded. Any lawsuit brought to enforce any provision of this Agreement shall only be brought in a state court in Juniata County, Pennsylvania, or the nearest federal court to said County.

Severability. If one or more provision(s) of this Agreement is or are held to be invalid, illegal or unenforceable under applicable law, the offending portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be enforceable in accordance with its terms.

Contact by Bank. No employee of the bank or any company affiliated with the bank will contact you via e-mail or phone requesting your account information or security information. If you are contacted by anyone requesting this information, please contact us immediately.

Waivers. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

With this agreement, you do the following:

1. You represent to the bank that the device you intend to use in connection with Services meets the requirements above;
2. You agree to receipt of this Agreement and all updates to this Agreement in electronic form;
3. You represent that you have read this Agreement and understand its terms and conditions; and
4. You agree to the terms and conditions in this Agreement. (Note: clicking "Accept" below is just as binding as manually signing the Agreement.)