

## MOBILE DEPOSIT AGREEMENT

Mobile Deposit Service ("Service") is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by taking a picture of the original checks and delivering the digital images and associated deposit information ("images") to 1st Source Bank ("Bank" or "we" or "us")) or our processor using your mobile device.

By clicking "I have read and accept the agreement" below, you agree to these 1st Source Bank Mobile Deposit Service agreements.

**Eligibility.** You must have a 1st Source Bank consumer checking or saving account or a Business Value Checking or Business Saving product type, and you must be registered for Online and Mobile Banking. At the time of enrollment, your account(s) must have with no more than 10 overdrafts and no more than 2 returned checks in the past 6 months, and with no other restrictions on the account(s).

**Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time based on your checking or savings account product type. 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, that deposit will still be subject to these Terms & Conditions, and we will not be obligated to allow such a deposit in excess of these limits at other times. You may make deposits in excess of these limits at any 1st Source Bank banking center or ATM.

**Fees.** Mobile Deposit is provided at no additional charge for all consumer accounts. Eligible business accounts will be charged \$1.00 per item. However, your mobile provider may charge for airtime, roaming, data usage, text messages and minutes. Check with your service provider for details on specific fees and charges that may apply.

**Eligible Items.** You agree to deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.) You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., 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 that have previously been deposited.

**Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Add the restrictive endorsement "For Mobile Deposit Only

at 1st Source Bank" below your signature within the endorsement box. An irregular endorsement or other markings by you will be your responsibility. If your mobile deposit is improperly endorsed, it may be rejected.

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.

**Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under the Agreement for Deposit Accounts ("Agreement") and will be subject to all terms of the Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may 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.

**Original Checks.** After you receive confirmation that we have received an image, you must securely store the original check for 30 days after transmission to us and make the original check accessible to us at our request. Upon our request you will deliver to us within 10 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 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.

**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.

We may debit any of your accounts 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.

**Your Warranties.** You make the following warranties and representations with respect to each image:

- 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.
- 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.

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.

**Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules, and regulations.

**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. If Mobile Deposit is unavailable, you may deposit original checks at our banking centers or through our ATMs.

**Funds Availability.** Checks deposited via Mobile Deposit per the Bank's policy is generally to make funds from your check deposits available to you on the first business day after we accept your deposit. However, funds you deposit by check may be delayed for a longer period of time under the following circumstances:

- If we believe a check you deposit will not be paid
- When you deposit checks totaling more than the limits for your account type
- When you redeposit a check that has been returned unpaid
- When you have overdrawn your account repeatedly in the last six (6) months
- If there is an emergency (such as failure of communications or computer equipment)

For holds longer than two (2) business days, we will notify you via email when the funds will be available. We will email you the notice by the day after we received your deposit, or on the business day we learn of the reason requiring the delay.

For determining the availability of funds deposited via Mobile Deposit, every day is a business day, except Saturday, Sunday, and federal holidays. If you make a Mobile Deposit on a business day that we are open, we will consider that day as the date of deposit if the deposit is submitted and approved by 5 P.M. EST. If your deposit requires a manual review, we'll inform you at the time that you make the

deposit; in that case the deposit may be delayed until the next business day that we are open. If you make a deposit on a non-business day, a business day that we are not open, or after the 5 P.M. EST cutoff time, we will consider the deposit to be made on the next business day that we are open.

The Bank may refuse any item to be deposited. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

**Mobile Deposit Capture 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 with written confirmation if you learn of any loss or theft of original checks or images. 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 to confirm that you have satisfied your obligations under this Agreement.

**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 technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight. (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as 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 attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the 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.

**Change in Agreement.** This agreement subject to change from time to time. We will notify you of any material change, including fees, via mail, email, statement message, or on our website. Your continued use of the Service will indicate your acceptance of the revised agreement. Further, we reserve the right, in our sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

**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 them, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with this agreement. Bank reserves the right to discontinue making the Service available at any time.