



Version 08/2013

Mobile Deposit Agreement

This Mobile Deposit Agreement is made between Pioneer Bank & Trust, a South Dakota corporation and you, the customer, governing the use on your mobile device and the remote deposit capture application ("**Application**") for conducting financial transactions provided by Pioneer Bank & Trust. Please read this agreement carefully. By using Pioneer Bank & Trust's Mobile Deposit, you agree to be bound by the terms and conditions of this agreement, Pioneer Online Agreement and the Terms and Conditions of your deposit account.

DESCRIPTION OF APPLICATION

- 1) Mobile Deposit is a personal financial information management service that allows you to transmit and deposit eligible checks through use of the Application provided by us through our online banking services using compatible and supported mobile phones and/or other compatible and supported wireless devices or network devices under your control (the "Service").
- 2) One Eligible Check may be deposited per transaction.
- 3) We will notify you of any material changes to the Services by e-mail or on our web site. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. You agree and understand that the Services may not be accessible or may have limited availability over some networks, such as while roaming. 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 or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

DEFINITIONS

- 1) **Customer Qualification Requirements:** Mobile Deposit service is available after you have been a customer of Pioneer Bank & Trust for 60 days or more and we have not returned checks or other items that were drawn on your account for the past 6 months.
- 2) **Eligible Checks for Mobile Deposit:** You agree to only image and deposit original checks, as defined in Regulation CC and Check Clearing for the 21st Century Act ("Eligible Checks"), which are properly payable to the owner of the account and contain the drawer's signature. The image transmitted must also conform to the requirements of these regulations and any other rules established by Pioneer Bank & Trust or shall be deemed ineligible. Items that are *not eligible* include items that:
 - a. are not the original check or draft (a.k.a. an Image)
 - b. are drawn in a currency other than U.S. Dollars
 - c. are not drawn on a U.S. financial institution
 - d. checks payable to any person other than the account owner of the account into which the check will be deposited
 - e. checks payable jointly, unless deposited into an Account in the name of all payees
 - f. checks dated more than 6 months prior to the date of deposit
 - g. checks with any endorsement or lack of endorsement on the back other than that specified in this Agreement
 - h. checks that have previously been submitted or deposited through the Service, through a remote deposit capture service offered by any other financial institution, or checks that will be deposited by any other means available to you.
 - i. checks previously submitted for deposit and returned

- 3) Endorsement of Check for Mobile Deposit:** The back of the check must be properly endorsed as follows:
- For Mobile Deposit Only
 - Pioneer Bank and Trust
 - (Signature of Payee who is an account owner)
 - (Date deposited)
- 4) Mobile Deposit Cutoff Time:** The deposit transaction must be completed and accepted by 4:00 pm Mountain Time on a Business Day. Items that are deposited or accepted via Mobile Deposit after 4:00 pm will be processed for deposit on the next business day.
- 5) Business Day:** Pioneer Bank & Trust's business days are Monday through Friday, excluding Federal holidays.
- 6) Fees for Mobile Deposit:** The first three (3) Mobile Deposit transactions per each statement period for the account the item is deposited to are at no charge. Each deposit after the first three (3) will be charged \$1.00 each. This fee will be charged to the account that the item was deposited into.
- 7) Deposit Limits:** There are dollar limits to the amount you can deposit through Mobile Deposit. The Bank reserves the right to adjust these limits at any time. Currently, the standard limits are as follows:
- a. The per item maximum amount is \$1,500
 - b. The per day maximum amount is \$3,000
 - c. The per day maximum number of items is 5
 - d. The rolling 30 day maximum amount is \$10,000 (total amount deposited over any 30 day period)
- 8) Original Check Retention:** You agree that you will retain possession of each original check deposited using the Application and no one will submit, or has submitted, the original check for payment. You agree to keep the original check in your possession for 60 days. During this time, you agree to keep it in a secure location and promptly provide it to Pioneer Bank & Trust upon request. After 60 days, you will destroy the check that you submitted for Mobile Deposit in such a manner that it is not possible for further presentment of the item. Shredding is the best method of destroying the check.
- 9) Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
- 10) Receipt of Deposit 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 Pioneer Bank & Trust that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. If we reject an item, we will notify you through the Service or other communications channels at our discretion. We further reserve the right to charge back to your account at anytime, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

WARRANTIES AND REPRESENTATIONS

You make the following warranties and representations with respect to each image of an original check you transmit utilizing the Application:

- 1) Each image of a check transmitted to us 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.
- 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- 3) You will not deposit or otherwise indorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- 4) Other than the digital image of an original check that you remotely deposit through the Application, there are no other duplicate images of the original check.
- 5) You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check and have no reason to suspect that the original check does not continue to be authorized as of the date of the deposit.
- 6) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 7) The information you provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
- 8) You have not knowingly failed to communicate any material information to us.
- 9) Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.
- 10) In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact us regarding such error or breach, no later than 60 days after the account statement is sent. Unless notified within this time frame, such statement containing the deposits shall be deemed correct, and you are prohibited from bringing a claim against Pioneer Bank & Trust for such alleged error.
- 11) You agree to indemnify and hold us harmless, along with our directors, officers, employees, shareholders, and agents from and against all liabilities, losses, costs, expenses (including reasonable attorney's fees), and damages resulting from: (1) any negligent acts, omissions or willful misconduct by you; (2) your use of the Service and Application; (3) any breach of this Agreement by you; and/or (4) your violation of any law or of any rights of any non-party of this agreement. The provisions of this section are for the benefit of us and our officers, directors, employees, shareholders, and agents, licensors. Each of these individuals or entities expressly retains the right to assert and enforce those provisions directly against you on its own behalf.
- 12) We may waive enforcement of any provision of this agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

TERMINATION

- 1) This Agreement and your use of the Service and Application may be immediately terminated if your use of the Application is in a manner that violates any term of this Agreement or any other applicable agreement between you and us.
- 2) Upon termination of this Agreement you: (a) acknowledge and agree that all licenses and rights to use the Service and Application shall terminate; (b) will cease any and all use of the Application; and (c) will remove the Application from all computing devices, hard drives, networks, and other storage media in your possession or under your control.

LEGAL COMPLIANCE AND EXPORT RESTRICTIONS

You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or

restricted parties. You also acknowledge that the Service and Application may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable US and foreign laws that apply to us as well as end user, end-use, and destination restrictions imposed by U.S. and foreign governments.

WARRANTY DISCLAIMER

- 1) WE CANNOT FORESEE OR ANTICIPATE ALL TECHNICAL OR OTHER DIFFICULTIES RELATED TO THE APPLICATION OR SERVICES. THESE DIFFICULTIES MAY RESULT IN LOSS OF DATA, PERSONALIZATION SETTINGS OR OTHER APPLICATION INTERRUPTIONS. WE ASSUME NO RESPONSIBILITY FOR ANY DISCLOSURE OF ACCOUNT INFORMATION TO NON-PARTIES, THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS IN CONNECTION WITH YOUR USE OF THE APPLICATION.
- 2) WE ASSUME NO RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY OR AVAILABILITY OF ANY COMPUTING DEVICE OR NETWORK THAT YOU UTILIZE TO ACCESS THE APPLICATION OR USE SERVICE.
- 3) YOU AGREE TO EXERCISE CAUTION WHEN UTILIZING THE APPLICATION ON YOUR COMPUTING DEVICE AND TO USE GOOD JUDGMENT AND DISCRETION WHEN OBTAINING OR TRANSMITTING INFORMATION.
- 4) THE SERVICES AND APPLICATION PROVIDED HEREUNDER IS PROVIDED "AS IS," WITH ALL WARRANTIES DISCLAIMED, INCLUDING, ALL EXPRESS OR IMPLIED WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. THERE IS NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES AND LICENSED APPLICATION SHALL BE BORNE SOLELY BY YOU.
- 5) THERE IS NO WARRANTY THAT THE SERVICES AND APPLICATION WILL MEET YOUR REQUIREMENTS, THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR THAT ANY DEFECTS IN THE SERVICES AND APPLICATION WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICE AND APPLICATION ARE AT YOUR SOLE RISK AND DISCRETION AND WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO FOLLOW PROPER BACKUP PROCEDURES TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM USE OF THE SERVICES AND LICENSED APPLICATION.
- 6) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.
- 7) SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

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 PIONEER BANK & TRUST HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.