

MOBILE BANKING – MOBILE DEPOSIT

Terms and Conditions

You may use Mobile Banking to make deposits into your eligible deposit accounts using your Device and a software application, scanning an image of original paper checks that are drawn on or payable through United States financial institutions and electronically submitting the paper check images and deposit information to us for deposit into eligible account(s) for collection by us. You may only scan checks payable to you, properly endorsed by you, drawn on United States financial institutions, and contain a valid routing number. This process is termed the “Mobile Deposit” service.

The Mobile Deposit service requires our approval. We may at our discretion change, suspend or discontinue the Mobile Deposit service, in whole or in part, or terminate your use of the Mobile Deposit service at any time, in whole or in part, without prior notice to you. We are not responsible for any third party software you use for the Mobile Deposit service. We reserve the right to change hardware and software requirements; we will notify you of any material change by e-mail or on our Online Banking website. You may terminate the Mobile Deposit service. In the event of termination of the Mobile Deposit service, you will remain liable for all transactions performed on your account.

You may scan and submit check images for deposit to us within dollar limits established for you by us. We reserve the right to limit the frequency and dollar amount of deposits submitted through the Mobile Deposit service. If you exceed the limits established for you by us, it is our discretion to accept or refuse the check image(s) deposited. If we accept a check image deposit that exceeds your deposit limits, we have no obligation to do so in the future. We, at any time, may raise or lower your deposit limits at our discretion.

A check image submitted to us electronically for deposit is not deemed received until Peoples Bank & Trust Co. accepts, processes, and confirms receipt of your check image deposit. We only accept and process electronically received check images during our regular business days and hours. For purposes of the Mobile Deposit service regarding the receipt and processing of electronically submitted check images, our Business Days are Monday through Thursday, from 8:00 am CST to 4:30 pm CST, and Friday, from 8 am CST to 5:30 pm CST, excluding bank holidays. Check images deposits received after this time or on Saturdays, Sundays, and holidays when we are closed will be processed on our next Business Day. The Mobile Deposit service is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and our response. You agree that we shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of the Mobile Deposit service, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not within our control. In the event the Mobile Deposit service is unavailable, you acknowledge you may deposit original check(s) at our branches, through our ATM, or by mailing original check(s) to Peoples Bank & Trust Co., Deposit Operations, P.O. Box 1049, Manchester, TN 37349.

In some instances we may not be able to receive check images. You agree that we are not obligated to accept for deposit any check images that we have determined to be ineligible for the Mobile Deposit service. These instances may occur, for instance but not limited to, when:

- The checks are not payable to you;
- The check images are illegible;
- The checks are not drawn on United States banks;
- The check images have been previously converted electronically (termed “substitute checks” as defined by Check 21);
- The check images and quality are unreadable (including MICR data);
- The original check is dated more than six months prior to the date of deposit;
- The checks are post-dated;
- There is evidence of alteration to the information on the check(s);
- The checks are ones in which a stop payment order has been issued;
- The checks are fraudulent or otherwise not authorized;
- The checks lack an endorsement;
- The check have been re-deposited or returned for “non-sufficient funds;”
- The checks are ones on which there are insufficient funds;
- The check image does not comply with the requirements established by the American National Standards Institute (“ANSI”), the Board Of Governors Of The Federal Reserve Board, under federal Regulation CC, or any other regulatory agency, clearing house or association, or
- The checks or actions do not comport with any other provisions(s) of this Agreement.

You understand, in the event you receive a notification from us confirming receipt of an image, such notification does not mean the image contains no errors or we are responsible for any information you transmit to us. Ineligible deposits may result in an immediate reversal of credit to your account, as well as termination of the Mobile Deposit service. A reversal might result in a negative balance to your account. You agree that even if we do not identify a check image as ineligible, the check image may be returned to us because the check image is considered ineligible by the financial institution upon which it is drawn or by an intermediate collecting financial institution. You agree that even if we do not initially reject a check image you submit through the Mobile Deposit service, we may ask you to provide the original check, because, for example, a paying bank may reject the electronic image as ineligible. We are not liable for any fees, service, or late charges charged against you due to a rejection of any check image. You are responsible for any loss or overdraft plus any applicable fees to your account due to a check image returned by us or a third party.

You agree to deposit only “checks” as that term is defined in Consumer Financial Protection Bureau Regulation CC. Check means:

- A negotiable demand draft drawn on or payable through or at an office of a bank;
- A negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank;
- A negotiable demand draft drawn on the Treasury of the United States;

- A demand draft drawn on a state government or unit of general local government that is not payable through or at a bank;
- A United States Postal Service money order; or
- (6) A traveler's check drawn on or payable through or at a bank. The term check does not include a noncash item or an item payable in a medium other than United States money. A draft may be a check even though it is described on its face by another term, such as money order. For purposes of subpart C, and in connection therewith, subpart A, of this part, the term check also includes a demand draft of the type described above that is nonnegotiable.
- The term check includes an original check and a substitute check.

The check images received and processed for deposit through the Mobile Deposit service will be treated as "deposits" under your general account Agreement. If not rejected or returned as ineligible, your availability of funds deposited via the Mobile Deposit service using check images may vary at our discretion and generally be available according to our Funds Availability Policy as provided to you. Please contact us at (931)728-3381 or write to us at Peoples Bank & Trust Co., Deposit Operations, P. O. Box 1049, Manchester, TN 37349 if you would like us to provide you another copy of Funds Availability Policy.

If you transmit check images to us, you agree to retain the original check for a period of at least 60 days. You agree to store the check securely in which only you or persons you have authorized have access to the checks, and the checks cannot be deposited nor scanned and transmitted through another Mobile Deposit service. You agree to destroy the original check after 60 days using a paper shredder. You agree to furnish us the original check upon request. If we request, you must provide us any checks requested during this 60-day period.

You agree that you will not deposit the original check with us or any other entity, including through another Mobile Deposit service, if the original check has already been submitted and accepted for deposit into your account with us.

You shall indemnify, defend, and hold Peoples Bank & Trust Co., and its officers, employees, directors, suppliers and agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any check image, Substitute Check, or original check processed through the Mobile Deposit service as described above. You agree to notify us immediately if you have any errors, fraudulent activity, or complaints regarding the service. This allows us to prevent and correct problems before they develop a pattern.

You agree that your use of the Mobile Deposit service is at your risk and is provided on an "as is" and "as available" basis. There are no warranties of any kind as to the use of the Mobile Deposit service. We make no warranty that the Mobile Deposit service (1) will be uninterrupted, timely, secure, or error free, (2) any errors in the services or technology will be corrected, or (3) the Mobile Deposit service will meet your needs. In no event will we be liable to you for any incidental or indirect damage arising out of the use, misuse or inability to use the Mobile Deposit service or for any loss of data.