

Chesapeake Bank
PO Box 1419
Kilmarnock VA 22482
chesbank.com

MOBILE DEPOSIT AGREEMENT

This Mobile Deposit Agreement (“Agreement”) contains the terms and conditions for the use of mobile remote deposit services (“Services”) provided by Chesapeake Bank (“the Bank”, “us”, “our”, or “we”) to you (“you” or “User”). Other agreements you have entered into with the Bank, including the Online Banking Agreement (for consumers) regarding your account(s) at Chesapeake Bank, are incorporated by reference and made a part of this Agreement.

1. **Services.** The Services are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to the Bank or our designated processor through a mobile device.

2. **Acceptance of These Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via email, text message, on your mobile device, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by 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.

3. **Limitations of Services.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts to notify you of these interruptions in the Services. 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.

4. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible Smartphone with an active data plan and download the Chesbank Mobile App. The Bank 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.

5. **Fees.** At this time the Bank does not charge a fee for this service, however additional mobile-carrier messaging and data rates may apply.

6. **Eligible Items.** You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). When the image of the check transmitted to the Bank is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account to which the check is being deposited.
- Checks containing any alteration, or which you know or suspect, or should know or suspect, are fraudulent, counterfeit, or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement other than that specified in this Agreement.
- Checks that have previously been submitted through the Services or through a remote-deposit-capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at the Bank or at any other financial institution.

In addition, we will not accept the following items:

- Cash Advance Checks
- Cashier's Checks
- Comdata Checks
- HELOC (Home Equity Line of Credit) Checks
- Money Orders
- Savings Bonds
- Travelers Checks

7. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as your signature followed by "For mobile deposit only" and "Chesapeake Bank"; or as otherwise instructed by the Bank. Lack of proper endorsement will cause your item to be denied. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time.

8. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion. 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 that the transmission was error free, complete, or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; 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.

9. Availability of Funds. Checks deposited via the Services by 6:00 p.m. Eastern Time will be considered deposited on that business day. Funds deposited using mobile deposit will generally be made available unless there is reason to place a hold on the funds. Typically, if a hold is place, \$200 will be made immediately available with the balance available in two (2) business days. Under certain circumstances an exception hold may be placed for up to seven (7) business days. New accounts or when

there is a reasonable cause to doubt collectability of a check fall into the exception category and the \$200 availability does not apply.

10. Disposal of Transmitted Items. Upon your receipt of a confirmation from us that we have received the image that you have transmitted, you agree not to re-deposit, transmit, or present the check at any other institution or to us. You agree to retain the original check for 14 calendar days from the date of the image transmission. After 14 days, you agree to destroy the original check. During those 14 days, you agree to properly handle the original check and upon request, promptly provide it to the Bank.

11. Deposit Limits. We reserve the right to and may establish limits on the dollar amount and/or the number of items we accept for deposit from you using the Services from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject the deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

12. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to the agreements governing your account.

13. Errors. You agree to notify the Bank of any suspected errors regarding items deposited through the Services immediately, and in no event later than 60 days after the applicable Bank account statement is sent. Unless you notify the Bank within 60 days, such statement shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

14. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed to other parties thereby.

15. Image Quality. The image of an item transmitted to the Bank using the Services must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.

16. User Warranties and Indemnification. You warrant to the Bank that:

- You will only transmit eligible and legible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

17. 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 Services in your possession and your records relating to such items and transmissions.

18. Termination. We may terminate this Agreement at any time, for any reason, and without notice. 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 any term of this Agreement, if you use the

Services for any unauthorized or illegal purposes, or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us.

19. Enforceability. 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.

20. Ownership and License. You agree that the Bank 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 the Bank's business interests, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. You may use the Services only 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.

21. DISCLAIMER OF WARRANTIES. YOU AGREE THAT 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 NONINFRINGEMENT. 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 SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

22. 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 THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.