



**SECURITY
NATIONAL BANK**

Box 1272, Enid OK 73702

(580) 234-5151

SNBee-Line (580) 237-6233

Consumer Mobile Remote Deposit Capture Terms, Conditions & Funds Availability

Introduction- How it Works

Using a mobile device with a camera and data service, you can deposit eligible checks into your eligible checking or savings accounts. You'll start by selecting an account, entering your check's information, and then submitting your check. After confirming and submitting your deposit, your deposit status will indicate "Deposit pending" until it is accepted by us. Funds are normally received within two business days. Please keep your paper check until the funds are posted to your account. Return later to view your deposit status. You'll have access to all of your Scan/Mobile Deposits for up to 45 days on the mobile device and 24 months thru your online banking history. You will not need to mail in your check or take it to a branch. Please do not destroy the check for at least 7 days after it has posted to your account.

Enrollment Requirements

- You must be at least 18 years old
- You must be an individual person (not a business)
- Your accounts must be in good standing with no restrictions.

What It Costs

Each check deposited will incur a \$0.50 per item fee. However, during our special introductory period, the service will be completely free. During this period you will not be charged the per item fee for depositing a check. Introductory period will end January 1, 2016.

Important Definitions

- The words you and yours mean anyone who is identified in Security National Bank's deposit agreement and signature card and subsequent modification forms.
- The words we, us, our, SNB, and Bank mean Security National Bank of Enid.
- Business Day is every Monday through Friday, excluding Federal Reserve Holidays.
- "Service" refers to Security National Bank's Mobile Remote Deposit Capture Service also referred to as Mobile Deposit.

Use of Service

These Services allow you to deposit checks into eligible Security National Bank of Enid accounts from a remote location by scanning the items with a compatible mobile device which then delivers the images and associated deposit information to Security National Bank electronically. You may use this Service only for personal use in accordance with this Agreement. In order to use this Service, you must obtain and maintain, at your expense, compatible hardware. We are not responsible for the functionality or maintenance of any third party hardware or software you may need to use the Service.

Agreement Acceptance

This agreement applies to consumer accounts only. The acceptance of this Agreement and use of the Service means you agree to all terms and conditions in this Agreement in addition to the Account Agreements & Disclosures provided to you at account opening and/or when approved for other services. Please read this Agreement carefully and keep a copy for your records.

Eligible Accounts

Business accounts are not eligible.

Limitations of Service

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can deposit your check at a branch office location or by mail.

Charges or Fees

Each check deposited will incur a \$0.50 per item fee after any initial special introductory period. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on Security National Bank's current fee schedule for returned deposit. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that Security National

Bank may debit any account maintained by you in order to obtain payment of your obligations under this Agreement.

You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at Security National Bank, including but not limited to account servicing and collection purposes.

Eligible Items

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC (Reg CC) and only those checks that are permissible under this Addendum or such other items as we, in our sole discretion, elect to include under this Service.

You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Oklahoma Uniform Commercial Code.

Ineligible Items

You agree that you **will not** use this Service to scan and deposit any ineligible items including but not limited to:

- a. Checks or items payable to any person or entity other than you (no third party checks);
- b. Checks issued to multiple parties not authorized on the account deposit agreement;
- c. Post-dated checks or checks dated more than six (6) months prior to date of deposit;
- d. Check containing apparent alteration to any of the information on the front of the Check;
- e. Items drawn on financial institutions located outside the United States or not payable in United States currency;
- f. Items previously converted to a substitute check;
- g. Money orders and travelers checks;
- h. Starter checks;
- i. American Express Gift Cheques;
- j. Savings Bonds;
- k. Checks that require authorization;
- l. State-issued registered warrants;
- m. Checks from a closed account;
- n. A remotely created check (as defined in Reg CC);
- o. Redeposit a check previously deposited and returned to you.

Image Quality

The image of any Check transmitted to us using this Service must be legible and contain images of the front and the back of the Check. The image quality must comply with the requirements established from time to time by the American National Standards Institute, the Board of

Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. If we determine, in our sole discretion, that any image quality does not comply with the requirements as set forth above then we may choose to not accept the Item and return it to you and charge back your account.

Endorsement Requirements

You agree to endorse all items with your signature. The Bank reserves the right to reject all items that are not endorsed as specified.

Deposit Limits

The maximum amount you may deposit with this service on any single Business Day is \$5,000.00. The maximum check amount for any one item is \$5,000.00.

Receipt of Items

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely.

Availability of Funds

You agree that items transmitted using Security National Bank Mobile Deposit are not subject to the funds availability requirements of Regulation CC. Funds deposited using Security National Bank Mobile Deposit normally will be available within one business day after receipt of the image of the item. Items must be deposited by 6:00 p.m. CST to be considered for next day availability.

Disposal of Items

You must securely store the original check either until you see it deposited into your account or for 7 days after it has been submitted, whichever is less. After the retention period, you must write "VOID" across the front of the check in black or blue ink and then destroy it by cross-cut shredding or another commercially acceptable means of destruction.

Errors or Discrepancies

Notify Security National Bank at 1-800-749-3698 or 580-234-5151 as soon as possible if you believe your statement is incorrect or if you need more information about a transaction listed on the statement. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any losses.

Security Requirements

To prevent unauthorized usage of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service.

YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR USER ID AND PASSWORD.

Liability, Limitations on Liability, Indemnification

In the performance of this agreement, we shall be entitled to rely solely on the information, representations, and warranties provided by you pursuant to this Mobile Deposit Agreement and the use of our Service, and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for performing the services expressly provided for this Agreement, and shall be liable only for our gross negligence or willful misconduct in performing those services.

We shall not be responsible for your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal, or authorization of any deposit received from you) or those of any other person, including, without limitation, any Federal Reserve Bank, or transmission or communications facility, and no such person shall be deemed our agent.

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, the absence of any latent or patent defects, viruses, or the accuracy or freedom from error, of the data or the program used by or furnished to us or to you by licensor or others, in connection with any software or Service provided to you under this Agreement. Without limiting the generality of the foregoing, we make no representation or warranty, express or implied, against any infringement of any proprietary rights of any other party. You assume the entire risk as to the quality and performance of the software provided, and the suitability of our Service. This paragraph shall survive the termination of this Agreement by either you or us, and also limits the liability of any agent, employee, or affiliate of ours. We do not and cannot warrant that the software provided will operate without errors, or that any or all of the Service will be available and operational at all times.

YOU AGREE TO INDEMNIFY US FOR ANY LOSS OR EXPENSE (INCLUDING ATTORNEY'S FEES AND EXPENSES OF LITIGATION) RESULTING FROM:

- Your breach of any of the representations or warranties made by you pursuant to this Agreement;
- Any claim pertaining to any warranty or indemnity we make with respect to an Item under Check 21, Regulation CC, Article 4 of the Oklahoma Uniform

Commercial Code or any other laws, regulations, industry standards and clearing house rules applicable to Items.

Termination

Either party may terminate our Mobile Deposit Service, with or without cause. In the event of termination of our Mobile Deposit Service, your rights and responsibilities as well as ours, shall continue through any applicable settlement period, including your responsibility to pay us for Mobile Deposit Service and with respect to transactions processed prior to the effective date of termination. If Mobile Deposit Service is terminated by us, we may accelerate all amounts due and to become due, and you agree to promptly make full payment to us of all amounts due and amounts incurred by you through your use of our Mobile Deposit Service.

Contact Us. For any questions or to report any problems with our Mobile Service product please call us at 800-749-3698 or 580-616-7753, or send an email to ebanking@snbenid.com or write to us at P.O. Box 1272, Enid, OK 73702.

Governing Law

This Agreement supplements the terms of your Account Agreements and Disclosures. Together they constitute the entire Agreement between you and Security National Bank with respect to the services. You may not assign this Agreement. This Agreement is governed by the laws of the State of Oklahoma and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.