

**MY BANK MOBILE DEPOSITS
MY BANK! FIRST UNITED BANK AND TRUST
USER AGREEMENT**

This Mobile Deposit User Agreement (the "Agreement") contains the terms and conditions for the use of First United Bank and Trust's Mobile Deposit Service (the "Service") that First United Bank & Trust (the "Bank," "us," or "we") may provide to you (the "User," "you", or "your"). The terms and conditions of this Agreement are in addition to, and do not cancel, supersede, or replace any other agreements, terms and conditions, rules, disclosures, or customer agreements, relating to your deposit account(s) with the Bank.

You accept and agree to be bound by these terms in order to use the Mobile Deposit Service and to conduct mobile remote deposits. We will notify you of any material change to these terms and conditions via any reasonable method, such as mail, e-mail, text message, or on our website by providing a link to the revised User Agreement or by an online secure message. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

Failure to abide by User Agreement may result in the suspension or termination of the Service.

We reserve the right to change, suspend until further notice, or discontinue the Service, in whole or in part, including your use of the Service, immediately, or at any time without prior notice to you.

- 1. Description of the Service.** The Service enables you to use the My Bank Mobile Deposits application on a compatible camera-enabled mobile phone or device ("Mobile Device") to create electronic images of the front and back of eligible items which meet our standards for eligible items (the "Checks" or "Check," as defined in Section 6 of this Agreement), and transmit those images and any other information deemed necessary by the Bank to us for review, processing, and potential deposit into a specified First United Bank & Trust Deposit Account (the "Account") *belonging to the User*.
- 2. Hardware and Software Requirements.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware, and software as specified by us. The Bank may change these specifications and/or requirements. We are not responsible for providing, maintaining, or servicing your Mobile Device or any other equipment for you. The Bank is not responsible for any third party software that you may need to use this Service. You accept any such software as is and are subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation.
- 3. Eligibility to use the Service.** The Bank may establish eligibility criteria regarding customers whom are eligible to enroll in and utilize the Service from time to time. Currently, each User must be designated as an authorized signer or owner of

Account(s) eligible for the Service, and be approved by the Bank. Account approval generally include accounts established at the Bank for at least (30) thirty days prior to enrolling in the Service and meet the good standing criteria of the Bank. Good standing means that you demonstrate responsible account management such as making regular deposits to bring your account to a positive balance and you have no legal orders, levies or liens against your account.

4. **Fees.** A fee may be charged for the Service. You are responsible for paying the fee for use of the Service. You authorize First United Bank and Trust to deduct any such fee from any deposit account in your name held at the Bank. Any fee that is charged will be disclosed prior to use of the Service in the Bank's Consumer and/or Commercial Products and Services Fee Schedule. The Bank may change the fee for use of the Service at any time and will notify you of the change, in the manner and to the extent required by law. Your use of the Service after the effective date of any fee changes shall constitute your agreement to such fee changes. You also understand and agree that you are responsible for any wireless service provider charges and any and all other fees and charges that you may incur by accessing and using the Service.
5. **Availability of Service.** The Service is generally available seven days a week, twenty-four hours a day. At certain times, you may experience technical or other difficulties. We cannot assume responsibility for any technical, or other difficulties, or any resulting damages that you may incur. Availability of the service is not a determining factor as to when the funds will be available for use in your deposit account. The Banks "Funds Availability" terms are outlined in Section 11 of this agreement.
6. **Eligible items.** The User agrees to deposit only Checks as that term is defined in Federal Reserve Regulation CC ("Regulation CC"), which governs the Availability of Funds and Collection of Checks. The Bank in its sole discretion may refuse to accept, and you agree that you will not use this Service to deposit, any of the following checks:
 - Checks payable to any person or entity other than you;
 - Checks payable jointly, unless deposited into an Account in the name of all payees;
 - Checks containing obvious alteration to any of the fields of the front of the Check, or which you know or suspect are fraudulent or otherwise not authorized by the owner of the Account on which the check is drawn;
 - Checks previously converted to a substitute check, as defined in Regulation CC;
 - Checks drawn on a financial institution located outside of the United States or are not payable in United States Currency;
 - Checks dated more than six (6) months prior to the date of deposit;
 - Checks that have previously been submitted through the Service;
 - Checks or other items prohibited by any other terms and conditions you have agreed upon in relation to your Account.
7. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Service by:

**signing the back of check and then adding
"For Deposit Only" under your signature.**

You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

- 8. Transmitting Checks.** You shall use the required hardware and software to create electronic images of Checks that you wish to deposit into your Account by means of the Service. Both the front and the back of each Check must be transmitted to the Bank as instructed in any guide or other information provided to you by the Bank, or on-screen instructions. The images of the Check must be legible, as determined in the sole discretion of the Bank. The Bank may refuse to accept Checks that do not meet image quality requirements. This includes, without limitation, Checks where the transmitted images of the front and/or the back of the Check:
- are too large or too small;
 - are too light or too dark;
 - have any discrepancy;
 - include a Check with torn or folded edges, cuts or other damage;
 - do not comply with the standards for image quality established from time to time by the American National Standard Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

You agree that the Bank shall determine in its sole discretion the manner in which Checks are cleared, presented for payment, and collected including without limitation, substitute check, Automated Clearing House (ACH), or image exchange.

- 9. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or** misdirected during transmission. First United bears no liability for any such intercepted or misdirected items or information disclosed through such errors to you or to others.
- 10. Rejection of Deposits by the Bank.** The Bank reserves the right to reject any Check transmitted through the Service at its' discretion. The Bank is not responsible for Checks we do not receive, or for images that are dropped during transmission. You accept the risk that a Check may be intercepted or misdirected during transmission and the Bank bears no liability for such Checks to you or to others. Receipt of a deposit does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your Account.

You agree that all deposits received by the Bank are subject to verification and inspection and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties, and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit through the Service. In all cases, you are responsible for any loss or overdraft, plus any applicable fees to your Account due to a Check being returned.

Each business day the Bank will review and process transmitted Checks, we will use reasonable efforts to review each Check and to reject any Check that we deem ineligible for the Service (an "Exception Item"), at our sole discretion. We will notify you of each Exception Item through email, or other communication channels at our discretion. If you wish to deposit any Exception Item to your Account, you must deposit the original Paper Check on which the Exception Item is based or as otherwise agreed upon between us.

You acknowledge and agree that, while we will normally provide notice of Exception Items, we may reject any Check transmitted through the Service without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection.

- 11. Funds Availability.** The funds for Checks you deposit through the Service may not be available for immediate withdrawal. The deposit Cut-Off time (the "Cut-Off Time") for the Service is 5:00 PM Eastern Standard Time (EST). The Bank reserves the right to change the Cut-Off Time at its sole discretion. Such change shall be effective immediately and may be implemented before you receive notice of the change.

In general, if you transmit a Check through the Service and it is received and accepted before the Cut-Off Time on a business day that we are open, we consider that day to be the day of your deposit (the "Date of Deposit"). For Checks transmitted and received after the Cut-Off Time or on a business day we are not open, the next business day we are open will be considered the Date of Deposit. Deposits made on weekends and Bank holidays will not be credited until the next business day we are open.

Funds are generally available the next business day after the Date of Deposit, provided no hold is placed.

- 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 *Terms and Conditions of Your Account*.
- 13. Disposal of Transmitted Items.** The User agrees to retain the original Check for at least 30 calendar days from the date of deposit. After 30 days, the User agrees to destroy the Check that was transmitted, mark it "VOID," or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, the User agrees to promptly provide it to the Bank upon request.
- 14. Security.** You are responsible for maintaining the confidentiality and security of your Mobile Device(s), password(s), login information and any other security or access information used by you to access the Service (your "Access Information"). In addition, you are responsible for preventing unauthorized access to the information and data that you may store, transmit, or use in the Service. You agree to not supply your Access Information to anyone. You are solely responsible for all electronic communications entered using the Service. Any communications the Bank receives through use of your Access Information will be deemed to be sent and authorized by

you. You agree to immediately notify us if you become aware of any loss, theft, or unauthorized use of any Access information, including your mobile device. We receive the right to deny you access to the Service if we believe that any loss, theft, or unauthorized use of the Service has occurred.

15. User Warranties and Indemnification. You warrant to First United Bank & Trust that:

- You will only transmit eligible Checks.
- You will not transmit duplicate Checks.
- You will not deposit or represent the original Check with the Bank or any other party.
- All information you provide to the Bank is accurate and true.
- You are not aware of any factor, which may affect the collectability of the Check.
- You will comply with this Agreement and all applicable, rules, laws and regulations.
- You agree to indemnify and hold harmless First United Bank & Trust from any loss for breach of this warranty provision or terms of this Agreement.

16. Duration and Termination. This Agreement will remain in full force and effect unless and until your use of the Service is terminated. The Bank may terminate your use of the Service at any time and for any reason. Without limited the foregoing, your use of the Service may be terminated if you breach any terms or conditions of this Agreement, you use the Services for any unauthorized or illegal activity, or you use the Service in a manner inconsistent with the terms and conditions of any other Agreement with us. You may cancel your use of the Service at any time by contacting any First United Bank & Trust branch location or calling 1-888-692-2654 and allowing us a reasonable opportunity to act upon your request. If your use of the Service is cancelled for any reason, we will not refund any portion of any fee assessed for any Checks previously deposited using the Service.

17. Limitation of Liability. The User agrees the Bank will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages or other loss resulting from the use, or inability to use, the Service that are incurred by the User or any third party, regardless of the form of action or claim, even if the Bank has been informed of the possibility thereof.

18. Enforceability. We may waive enforcement of any provision, in whole or in part, of this Agreement. Such waivers shall not constitute a waiver of any prior or any subsequent breach of this 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 invalid, illegal, or unenforceable, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable as permitted by law.

19. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. Further, First United Bank and Trust reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services.



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