



Civista Bank's Mobile Deposit User Agreement (“Agreement”)

This Agreement contains the terms and conditions for the use of Civista Bank's Mobile Deposit service. Other agreements you have entered into with Civista Bank including the Depository Agreement and Disclosures governing your account, are incorporated by reference and made a part of this Agreement.

- 1. Service.** The Mobile Deposit service (“Service”) is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing images of checks and delivering the images and associated deposit information to Civista Bank. There is a \$.50 per transaction fee that is assessed to the account receiving the mobile deposit. This fee, entitled “Mobile Deposit Fee” will be listed on your bank account statement and transaction listing within online banking. Wireless carrier charges may apply. Each check deposited is a separate deposit transaction.
- 2. Acceptance of these Terms.** Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, Civista reserves the right, in its sole discretion, to change, modify, add, or remove aspects of the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.
- 3. Limitations of Service.** In order to offer the Service, Civista relies upon software and processing services from third party vendors. When using the Service, 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. There are qualification requirements for use of the Service, and we reserve the right to change the user qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.
- 4. Eligible items.** You agree to capture image of and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”), for which disclosures were provided when your deposit account was opened. You agree that the image of the check transmitted to Civista shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Ohio. You agree that you will not use the Service to scan and deposit any checks or other items as shown below:

 - a. Checks or items containing an alteration to any of the fields on the front of the check or item, or which are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - b. Checks or items previously converted to a substitute check, as defined in Reg CC.



- c. Checks or items drawn on a financial institution located outside the United States.
- d. Checks or items that are remotely created checks, as defined in Reg CC.
- e. Checks or items not payable in United States currency.
- f. Checks or items dated more than 6 months prior to the date of deposit.
- g. Checks or items prohibited by Civista's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Civista account.
- h. Travelers' Checks
- i. Insurance Claim Checks

5. Image Quality. The image of an item transmitted to Civista using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI (American National Standards Institute), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

6. Endorsements and Procedures. You agree that any item deposited through the Service will be properly endorsed on the back by the payee and will be endorsed by you, if you are not the payee or endorsed as otherwise instructed by Civista. You agree to review and follow any and all other procedures and instructions for use of the Service as Civista may establish from time to time, which will be posted on Civistas' website.

7. Receipt of Items. We reserve the right to reject any item transmitted through the Service, 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 Civista that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or has been credited to your account.

8. Availability of Funds. You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Service will be available after Civista receives payment for the funds submitted. Civista may make such funds available sooner based on such factors as length and extent of your relationship with us, transaction and experience information, and such other factors as Civista, in its sole discretion, deems relevant.

9. Disposal of Transmitted Items. Upon your receipt of a confirmation from Civista that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID", and then properly destroy the item. You agree that, after receipt of confirmation, you will never present the item again. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Civista as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Civistas' audit purposes.



- 10. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.
- 11. Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Civista from time to time. Please visit www.Civistabankco.com for current hardware and software specifications. Civista is not responsible for any third party software you may need to use the Service. 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.
- 12. Errors.** You agree to notify Civista of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Civista account statement is sent. Unless you notify Civista within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Civista for such alleged error.
- 13. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Civista' sole discretion subject to the Depository Agreement and Disclosures governing your account.
- 14. Ownership & License.** You agree that Civista retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service 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 Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Civistas' business interest, or (iii) to Civistas' actual or potential economic disadvantage in any aspect. You may use the Service only for non-business, personal use 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 Service.
- 15. DISCLAIMER OF WARRANTIES.** YOU AGREE 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 SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.



16. 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 CIVISTA HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. YOUR EXCLUSIVE REMEDY IN THE EVENT OF ANY CLAIM AGAINST CIVISTA IS CORRECTION OF ANY ERROR TO YOUR DEPOSIT.

17. User warranties and indemnification. You warrant to Civista that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. After depositing an item using the Service, you will not deposit or represent the original item.
- e. All information you provide to Civista is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You agree to indemnify and hold harmless Civista from any loss related to breach of this warranty provision.

18. Force Majeure. Civista will not be responsible for any failure or delay related to the Service due to causes that are beyond the reasonable control of Civista, including acts of God, fire, floods, lightning, utility failures, earthquakes, war, acts of public enemy, riots, insurrections, acts of terrorism, legal restrictions, and performance failures by third parties.

19. Other terms. You may not assign this Agreement. This Agreement is entered into in Sandusky, Ohio, and shall be governed by the laws of the State of Ohio 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.