



## **ELECTRONIC DISCLOSURE AGREEMENT AND DIGITAL SERVICES AGREEMENT WITH TERMS & CONDITIONS**

### **TABLE OF CONTENTS**

#### **I. ELECTRONIC DISCLOSURE CONSENT STATEMENT**

- A. BFC CONTACT INFORMATION
- B. HOW TO OBTAIN ELECTRONIC DISCLOSURES (E-DISCLOSURES)
- C. TECHNOLOGY REQUIREMENTS
- D. CANCELLATION OF E-DISCLOSURES
- E. USER CONTACT INFORMATION CHANGES
- F. ACCEPTANCE OF E-DISCLOSURES

#### **II. GENERAL DESCRIPTION OF AGREEMENT**

- A. WHAT THIS AGREEMENT COVERS
- B. DEFINITIONS
- C. RELATION TO OTHER AGREEMENTS
- D. LIMITATION OF SERVICE

#### **III. DIGITAL BANKING SERVICES**

- A. FEATURES
- B. ENROLLMENT PROCESS
- C. YOUR PASSWORD
- D. SECURITY FEATURES
- E. PAYMENTS/TRANSFERS AND THEIR LIMITATIONS
- F. RECORD OF TRANSACTIONS
- G. STOP PAYMENT
- H. BILL PAY
- I. MOBILE REMOTE DEPOSIT (MRD)
- J. PERSON 2 PERSON (P2P)

#### **IV. OTHER TERMS AND CONDITIONS**

- A. CANCELING YOUR DIGITAL BANKING SERVICES
- B. CHANGES TO THIS AGREEMENT
- C. COMMUNICATIONS
- D. AFFILIATED PARTIES
- E. PROPRIETARY RIGHTS
- F. INDEMNIFICATION
- G. GOVERNING LAW
- H. COOKIES, BROWSER INFORMATION AND RELATED ISSUES
- I. LIMITATION OF LIABILITY
- J. ERROR RESOLUTION

## **I. ELECTRONIC DISCLOSURE (E-DISCLOSURE) CONSENT STATEMENT**

By agreeing to this statement you are giving consent to Bank of Franklin County ("BFC") to provide communications and information to you in an electronic format. Please read and consider the following information to decide if you want to accept this agreement. If you decide to consent, follow the instructions provided. For your consent to be effective, your device will need to meet the requirements listed in the "**TECHNOLOGY REQUIREMENTS**" section.

This statement contains important information that we are required by law to provide to you. You should keep a copy for your records. If you have any questions about e-disclosures that are not answered, contact Bank of Franklin County using the information listed in the "**BFC CONTACT INFORMATION**" section below.

**A. BFC CONTACT INFORMATION** –all locations and their hours and "Contact Us" information can be found at [www.bankfc.com](http://www.bankfc.com)

**Main Location:**

Bank of Franklin County  
900 East 8<sup>th</sup> Street  
Washington, MO 63090

Phone:  
877-584-6600  
636-239-6600

**Main Location Lobby Hours:**

Monday-Thursday  
Friday  
Saturday

8:30am – 4pm CT  
8:30am – 6pm CT  
8:30am – Noon CT

Our Digital Services were designed and built to provide records to you in electronic form. You cannot enroll in any Digital Services without agreeing to receive this Digital Service Agreement and Disclosure in electronic form. If you consent, we may also provide other disclosures in an electronic format. These e-disclosures may include, but are not limited to, the following:

- Amendments to this agreement
- Account statements – additional consent necessary
- Notice of change in account terms
- Notice of fee changes
- Responses to any questions you may have about electronic funds transfers
- Privacy and security notices

## **B. HOW TO OBTAIN ELECTRONIC DISCLOSURES (E-DISCLOSURES)**

The current Digital Service Agreement with Terms & Conditions will always be available through our web-site. If any amendment(s) result in an adverse effect upon our customers, we will provide at least 30 days prior notice. We may also send you an email notice and/or secure messages through our Digital Banking Service to inform you where information can be viewed. You may view, save or print e-notices and e-disclosures from your device.

## **C. TECHNOLOGY REQUIREMENTS**

Prior to accepting this agreement, you should verify that you have the necessary hardware and software to access the system and retrieve documents in an electronic format. You will need:

- Internet access using browsers; Microsoft Edge, Google Chrome, Mozilla Firefox or Safari
- iOS version 11.0 and greater, Android devices version 4.4 and greater, 4G/LTE and greater
- Recommended camera resolution is 1600 x 1200 pixels for mobile deposits
- A device that can securely access Digital Banking
- A .pdf reader to view documents
- A printer and/or sufficient storage to save disclosures/statements in an electronic format
- An email address, so that we can notify you when documents are available for review

You are responsible for maintaining the security of internet connections, browsers, hardware and software necessary to access Digital Services. We will not be responsible for any errors, deletions or failures that occur as a result of any malfunction of your device, nor will we be responsible for any malware that affects your device while using any Digital Services. Any costs associated with mobile devices, internet access, text messages, and email are solely your responsibility.

Technology requirements may change from time-to-time. It is our recommendation that users keep the current version of browsers and/or apps loaded to ensure the latest security patches are in place.

**WARRANTIES:**

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (I) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (II) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT BANK OF FRANKLIN COUNTY PROVIDES YOU WITH RESPECT TO THE SERVICE AND (III) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY BANK OF FRANKLIN COUNTY IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

#### **D. CANCELLATION OF E-DISCLOSURES**

You may withdraw your consent at any time and change to paper delivery format (fees may apply). You can notify us of your intent to cancel E-disclosures in person, by a secure message through the Digital Banking Service, or using the information listed in the "**BFC CONTACT INFORMATION**" section.

#### **E. USER CONTACT INFORMATION CHANGES**

In order to provide E-disclosures, we need your current email address at all times. It is your sole responsibility to provide Bank of Franklin County with correct contact information, including but not limited to, an email address and phone number.

You should notify Bank of Franklin County of changes to any of your personal contact information either in person, by a secure message through Digital Banking, or submit an address change form in the Support Center within Digital Banking.

#### **F. ACCEPTANCE OF E-DISCLOSURES**

With your acceptance, you agree to:

- Accept all Digital Banking related disclosures in an electronic format
- Maintain the necessary Technology Requirements
- Notify us if you change your email address
- Notify us if you no longer want to receive e-disclosures

If you do not accept E-disclosures you will not be able to proceed with enrollment for Digital Services.

## **II. GENERAL DESCRIPTION OF AGREEMENT**

### **A. WHAT THIS AGREEMENT COVERS**

This Agreement provides information about the Digital Banking services to be provided by Bank of Franklin County.

By using Digital Banking as defined below, you and any other person you authorize agree to be bound by the terms and conditions contained in this Agreement except as specifically provided herein. Digital Banking transactions are additionally governed by any other separate agreement(s) you may have with Bank of Franklin County including, but not limited to, the account signature card and agreement and BFC's Your DEPOSIT ACCOUNT disclosures.

### **B. DEFINITIONS**

**Digital Banking** - A consumer electronic banking service provided by the Bank. Businesses can access this service with restriction and may experience system limitations due to the consumer nature of the application. You may access Digital Banking using a device with access to the bank's website or mobile app. When you register for Digital Banking, we will link all of your eligible accounts.

**Business Day** - For determining the availability of deposits, every day is a business day, except Saturday, Sunday and federal holidays. All references to time in this document are Central Time.

**Service Hours** - Digital Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades.

**Joint Accounts** - When your Digital Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer, however, each signer needs to enroll in Digital Banking to use this service.

**"You", "Your", and "Yours"** - means each person or business entity in whose name the account with Bank of Franklin County is maintained or who exercise an ownership interest therein.

**"We", "Us", "Our", "BFC" and "Bank"** - refer to Bank of Franklin County.

**Charges and Fees** - See BFC's Your DEPOSIT ACCOUNT disclosures

**P2P** - refers to Person 2 Person, which allows you to send funds to another person.

- **Recipient** - the cardholder to whom the Sender transfers funds.
- **Sender** - BFC account holder that transfers funds to another person through P2P.
- **Transfer** - an electronic movement of funds from an account at BFC to an account of another party.

BillPay - directs the Bank to make payments from your designated account(s) to the payees you choose in accordance with this agreement.

Mobile Remote Deposit – “MRD” allows BFC customers to deposit checks electronically via Digital Banking.

### **C. RELATION TO OTHER AGREEMENTS**

Use of Digital Banking services may also be affected by other agreements, including but not limited to the account signature card and agreement, BFC's Privacy agreement and BFC's Your DEPOSIT ACCOUNT disclosure, between us. When you link an account to Digital Banking services, you do not change the agreements you already have with us for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Digital Banking services.

### **D. LIMITATION OF SERVICE**

You may use Digital Banking virtually any time, day or night, seven days a week, however, Digital Banking may be temporarily unavailable due to system maintenance or technical difficulties. Any interruption of service or access caused by third party providers may also prevent your use of these services.

## **III. DIGITAL BANKING SERVICES**

### **A. FEATURES**

Some of these features may not be available for all accounts or customers.

- View current balance information for your linked BFC accounts
- Review available transactions for your linked accounts
- View account statements and notices
- View BFC locations and information
- Change your security settings
- Personalize your digital profile
- Manage email or text Alerts
- Deposit Checks
- Request stop payments
- Manage Debit Cards
- Transfer and Move Money between:
  - Your linked internal BFC accounts, including loan payments and advances
  - External accounts (like ownership, consumer accounts only)
  - Person 2 Person (P2P)
  - Bill Pay
    - Obtain information on pending payments
    - View your payment history
    - Schedule multiple payments in one session
- Track spending and set budgets with Money Track
- Submit a Support Request or Form

### **B. ENROLLMENT PROCESS**

When you enroll in Digital Banking, we will send you a “Welcome” email. Follow the instructions that are included within that email to complete the set up. For security purposes, a onetime Secure Code will be chosen by you or issued to you to use during your initial login to the site. You understand that this Secure Code will be used only the first time you access the service, and you will be required to choose a Password to use in subsequent sessions.

### **C. YOUR PASSWORD**

Your Password must be a minimum of 8 characters, which must consist of at least one numeric character, one upper case alpha character, one lower case alpha character and one special character. Your password cannot be the same as your Username. You should change your Password periodically to enhance security. You must keep your Password confidential; you agree not to disclose or make available the Password to anyone. Further, you understand that you are responsible for the safekeeping of your Password, and you agree to change your Password when it becomes known to anyone else.

### **D. SECURITY FEATURES**

The Bank will never contact you and request personal information or verification of personal information. If you receive any such request, do not respond and notify BFC immediately using the information listed in the “**BFC CONTACT INFORMATION**” section above.

You may be required to complete additional authentication each time you access digital banking from an unregistered computer or attempt to make changes to your security information. You may be required to complete additional authentication each time you access digital banking based on the volume of your activity or you may choose to set up additional authentication methods as additional security. Additional authentication methods include Out Of Band Authentication (OOBA) sent via a SMS text message to a valid phone number capable of receiving text messages, an automated phone call, or answering one of the security questions you selected. The OOBA Passcode will need to be entered into Digital Banking within 6 minutes from the time they are sent in order for you to gain access to the system. Do not share this code with anyone. BFC will never ask for this code. Other authentication methods are also available for mobile phone users.

You will be asked to choose three different security questions and answers. These security questions and your answers will be stored in the digital banking system. You must answer one of the security questions correctly (case sensitive) each time additional authentication is needed if you do not have a valid phone number in the system. You may change your security questions and answers at any time by selecting "Change Security Questions" under Profile. To simplify the log-in process you may be asked to register your device. This will allow the digital banking system to identify your device as a trusted device. DO NOT register public computers.

The security procedures described above are not implemented for the purpose of detecting errors in your instructions. You represent that you have considered the security procedures of the Digital Banking service and find that the security procedures are commercially reasonable for verifying that a transfer or other communication purporting to have been issued by you is, in fact, yours. In reaching this determination, you have considered the size, type, and frequency of transfers or other communications that you anticipate issuing within the Bank. If these Digital Banking security procedures are not, in your judgment, commercially reasonable, you must inform us within 30 days of registering for the service. If the size, type, or frequency of your transfers change, and the result is that the Digital Banking security procedures cease to be commercially reasonable, you must also inform us within 30 days of such change. In either such case, we will terminate your access to Digital Banking. You agree to be bound by any instruction issued by you, and received and verified by us in accordance with these security procedures. In addition, you agree to indemnify and hold us harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and in compliance with such security procedures.

## **E. PAYMENTS/TRANSFERS AND THEIR LIMITATIONS**

Payments or transfers made to a third party are limited to six (6) per calendar month for Savings or Money Market Accounts. These transactions include, but are not limited to, payments made by check, ACH, digital payment platforms such as PayPal and Venmo, or online bill payments. These transaction limitations also include external transfers going to your accounts at other financial institutions. A fee may be assessed on any transaction that exceeds these limitations, per the applicable account agreement and fee schedule.

Transfer limits may be subject to temporary reductions to protect the security of customer accounts and/or the transfer system. At BFC's discretion, we may refuse to process any transaction that exceeds any limits or other restrictions. In this case, you are responsible for making alternate transfer arrangements.

### **1. Internal Account Transfers, Loan Payments and Advances**

- One-time transfers, Loan Payments and Advances may be made on current day or scheduled for a future date.
- One-time transfers, Loan Payments and Advances can be made from a linked BFC checking, savings or money market to most linked BFC accounts
- Recurring transfers and Loan Payments may be used when a set amount is transferred at regular intervals
- Transfers from a deposit account are immediately reflected in the account's available balance.
- If you designate a transfers, Loan Payment or Advance to occur on a business day and it is entered before 6pm CT, the Transaction Date will be the date you initiate the transaction. If the day you initiate the transaction is not a business day or it is after 6pm CT, the Transaction Date will be the next business day. However, sufficient funds must be available and will be removed from your account's available balance on the day and at the time you request the transaction.

### **2. Scheduled Loan Payments and Transfers**

- Scheduled transactions can be made between linked BFC accounts.
- Scheduled transactions for a non-bank business day will be processed on the prior bank business day. All other scheduled transfers will be processed from the funding account at the beginning of the business day requested.
- Scheduled loan payments between accounts at BFC can be initiated on the current business day, on a future date or to recur on a regular basis, subject to the restrictions in this Agreement. Although you can enter payment information through Digital Banking at any time, transactions can be processed only on business days before 6pm CT.
- If you designate a payment or transfer as a "Scheduled" recurring transaction, you may request a Transaction Date that recurs on a specified regular basis or frequency (i.e. weekly, bi-weekly, monthly, etc.). The Transaction Date

will be the Scheduled Transfer Date you entered for the transaction. Once started, recurring transactions will be made automatically until you cancel the transaction. Recurring transactions may be cancelled or changed until 6pm CT the night before the Transaction Date.

### **3. Transfer Authorization and Sufficient Available Funds**

- You authorize BFC to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers.
- The completion of a transfer is subject to the availability of sufficient funds at the time the transaction is posted. If funds are not available to complete the transfer we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction or (iii) at our option, we may make a further attempt to process the transfer request. In any case, we may charge a fee per the applicable account agreement and fee schedule.
- You authorize us to initiate any reversing entry or reversing file, and to debit or credit your accounts maintained at the Bank, or elsewhere, in order to correct any mistaken entry. Your obligation to pay the amount of the transfer to the Bank is not excused in such circumstances.
- BFC is under no obligation to inform you if we do not complete a transfer, it is your responsibility to make alternate arrangements.

### **4. Canceling Transfers**

- You cannot cancel a one-time immediate transfer after it has been submitted in Digital Banking.
- Scheduled transactions may be cancelled or changed up to 6pm CT the night before the Transaction Date.
- Future-dated or scheduled transfers can be canceled prior to midnight CT on the business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a transfer, the status changes to Canceled and it will remain under Transfers > History.

## **F. RECORD OF TRANSACTIONS**

We report your Digital Banking transactions on your regular statements for your linked accounts. A description of each transaction, including the date and amount of the transaction will appear on your statement.

### Documentation and Verification of Transfers

#### **1. Confirmation Numbers**

Upon completion of a Digital Banking transaction, a confirmation number will be provided. You should record this transaction information in your records. The confirmation receipt number is used for tracking purposes only and does not guarantee the transaction occurred. This will help in resolving any problems that may occur. No printed receipts are issued for transactions conducted through Digital Banking. However, you may choose to print screens reflecting the transactions and transactions will appear on your periodic statement.

#### **2. Periodic Statements**

Information concerning Digital Banking transactions will be shown on your normal statement for the account to and from which transfers or payments are made. If you have a checking or money market account, you will receive a monthly statement. If you have a savings account, you will receive a statement during months with electronic funds activity or at least quarterly if there is no such activity.

## **G. STOP PAYMENT**

The stop payment feature within Digital Banking is only for stopping payments on checks that you have written that have not cleared or for stopping pre-authorized electronic drafts that will be deducted from your account. This feature is accessible in the "Services" menu within your account and provides a means to securely submit your stop payment requests. **The stop payment feature within Digital Banking cannot be used to cancel transfers, Bill Pay nor Debit Card transactions.**

There is a fee associated with the stop payment feature. Additional terms of acceptance or disclosures may apply and will be provided at the time you complete the request.

## **H. BILL PAY**

A service that directs the Bank to make payments from your designated account(s) to the payees you choose in accordance with this agreement. Businesses can access this service with some restrictions and may experience system limitations due to the consumer nature of the application.

When you complete your enrollment, BFC will verify the information and make every effort to accommodate your request, however, BFC reserves the right to deny access.

After your enrollment has been approved, you will be able to access Bill Pay via Digital Banking and clicking on Transfers/Move Money.

The checking account you enroll with will be noted as your primary Bill Pay account. Payments may also be made from other designated checking accounts. By this agreement you authorize us to release bill payment information to all owners of the designated accounts. Some restrictions may apply to specific types of accounts. Please review your account agreement and BFC's Your DEPOSIT ACCOUNT disclosure for additional information.

### **1. Establishing Payees**

Payees must be set up before payments can be made. Bill Pay reserves the right to refuse the designation of a payee for any reason, including payees located outside of the United States.

BFC is not responsible if a payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if you attempt to pay a payee that is not authorized by Bill Pay.

### **2. Payment Procedures**

You may schedule payments to be made from your designated accounts at BFC to be processed on the current business day, on a future date or to recur on a regular basis, subject to the restrictions in this Agreement. Although you can enter payment information through Bill Pay at any time, transactions can be processed only on business days. Funds will be deducted from your Account on the business day on which a transaction is to be "processed". This date is referred to in this Agreement as the "Process Date".

- A "Single Payment" will be processed on the business day that you designate as the payment's Process Date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 3pm CT. A Single Payment submitted after the cut-off time on the designated Process Date will be processed on the following business day. If you designate a non-business date as the payment's Process Date, the payment will be processed on the first business day following the designated Process Date.
- A "Recurring Payment" will recur on a specified regular basis or frequency (i.e. weekly, bi-weekly, monthly, etc.). A Recurring Payment is processed on the "First Process Date" or "Recurring Start Date" specified by you and then is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a Process Date is calculated for the next occurrence of the payment. If your frequency settings for the Recurring Payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated Process Date, then the last calendar day of that month is used as the calculated Process Date. If the calculated Process Date is a non-business date, it is adjusted based upon the following rules:
  - If the Recurring Payment's option to pay "After Holiday" is not selected, the Process Date for the new occurrence of the payment is adjusted to the first business date prior to the calculated Process Date.
  - If the Recurring Payment's option to pay "After Holiday" is selected, the Process Date for the new occurrence of the payment is adjusted to the first business date after the calculated Process Date.
- For Single and Recurring Payments, YOU MUST ALLOW AT LEAST SEVEN (7) BUSINESS DAYS PRIOR TO THE DUE DATE for each bill payment to reach the payee. Any bill payment can be changed or canceled up until 3pm CT the Business Day prior to the Process Date.
- The Bank reserves the right to change the cut-off time. You will receive notification if it changes.

### **3. Authorization To Charge Accounts**

You authorize the Bank to charge your designated accounts for any transactions accomplished through the use of Bill Pay, including the amount of any payments that you request, and any charges for the service.

- You agree to have available and collected funds on deposit in your designated accounts in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you may have to the Bank.
- The Bank reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement.
- If you do not have sufficient funds in the designated accounts and the Bank has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand.
- You further agree that the Bank, at its option, may charge any of your accounts with the Bank to cover such payment obligations.
- You authorize us to initiate any reversing entry or file in order to correct any mistaken entry or file. Your obligation to pay the amount of the payment to the Bank is not excused in such circumstances.

### **4. Fees and Charges**

- Monthly Service Fee
  - The service is free for customers with the BFC Next or BFC Premier checking accounts. There is a \$2 monthly

fee for all other checking accounts. See BFC's Your DEPOSIT ACCOUNT disclosure for additional information.

- Transaction Fees
  - If the checking account from which the payment is made is charged per-item fees or fees for excess debit transactions, a fee will be charged for each Bill Pay payment in accordance with the account agreement. The amount of this fee, and specific types of accounts that are excluded from this fee, are set forth in BFC Your DEPOSIT ACCOUNT disclosure.
- Overdraft and Return Item Charges along with other charges that may apply are set forth in BFC Your DEPOSIT ACCOUNT disclosure. The Bank reserves the right to charge you for research time involving payments no longer available on your screen history. You will be informed of any such charges before they are incurred.
- Additional Charges for Customer Requested Services and Other Items
  - These charges will only be assessed if you request one or more of the services listed here. There will be no charge for any item if needed to correct a Bank error.
    - Written Correspondence to payee: \$10.00
    - Per proof of payment not necessitated by a dispute: \$10.00
    - Payments returned due to customer error: \$5.00

## **I. MOBILE REMOTE DEPOSIT (MRD)**

As a condition to BFC's provision of service, you must maintain the Account in good standing and comply with requirements and restrictions set forth in these Terms and Conditions, as well as those of BFC's Your Deposit Account disclosure. Your use of the MRD service may also be affected by the agreements between us for your linked BFC accounts. When you use an account for the MRD service, you do not change the agreements you already have with us for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with the MRD service.

You will use the service only for paper items that are payable to you, and endorsed by you. If you believe you may have deposited a check item more than once, please contact BFC immediately using the information listed in the "**BFC CONTACT INFORMATION**" section above. Do not re-image the item. We will provide assistance in determining the best approach for managing the situation.

You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use).

### **1. Fees**

See BFC's Your DEPOSIT ACCOUNT disclosure for additional information.

### **2. Deposit Limit**

You may deposit multiple checks in one session. There is no limit to the number of checks you can deposit in a day. However, there is a \$10,000 per day deposit limit.

### **3. Eligible Checks**

MRD allows you to deposit most U.S. consumer and business checks; however certain checks are not supported through the remote deposit channel. These items include but are not limited to: third party checks, foreign checks, substitute checks, checks payable in a medium other than U.S. dollars, U.S., state, or other savings bonds.

### **4. Marking Electronically Deposited Checks as Deposited**

To help ensure that an electronically deposited check is not processed multiple times either as an electronic item and/or a physical check, BFC requires that you write the words "**For Mobile Deposit Only Bank of Franklin County**" along with your signature on the endorsement line of the check to indicate that it will only be deposited electronically. **BFC may refuse to accept items which are not endorsed in this manner.**

### **5. Inspecting Physical Checks and Check Images**

- You are responsible for inspecting both the physical check items and check images as they appear on your device. Because some physical security features on the actual checks, such as watermarks, may not survive the imaging process, you must manually examine checks prior to transmission to the bank to verify their authenticity.
- Additionally, when depositing a check via MRD, you are required to examine check images to ensure the payee name, amount, signature and other important pieces of information are legible and in accordance with the physical check. If it is not readable you should cancel and reimage the item.



- The bottom of your check contains numeric information that identifies the bank the check is drawn on, the account number and the check number, this information is known as the MICR line (Magnetic Ink Character Recognition). A MICR defect, such as a tear or markings may inhibit the reading of this information.
- Any original paper check items that remain illegible after repeated imaging attempts must be physically deposited at BFC.

#### **6. Check Safekeeping, Retention and Destruction**

- Check storage and the destruction of items processed through MRD is your responsibility because the paper checks are never physically deposited with the bank.
- BFC requires that MRD customers use reasonable methods to securely store all source documents and all related banking information until destruction. You will maintain control over and be responsible for secure retention, storage, and destruction of original paper items for which you have created an Electronic Item. To help ensure that checks are not electronically processed more than once or physically deposited at the bank after being electronically deposited, procedures should be established to ensure that only you or another account owner has access to these checks during the retention period.
- BFC recommends retention of the checks for at least fourteen business days after the deposit is made in case a check is returned and you need to collect on the check by re-depositing the original item. BFC requires destruction of all checks within 14 days from deposit. Cross-cut shredding is strongly recommended for check destruction.

#### **7. Availability of Funds for Your Electronically Processed Items**

If your Electronic Item(s) is received by BFC before 4pm CST (the "Cut-Off Time") on any business day, we shall review and process your Electronic Item(s) on that business day. If we receive your Electronic Item(s) after the Cut-Off time, we may review and process your Electronic Item(s) on the next business day. Your Electronic Item(s) is deemed to have been received by BFC when the service generates a confirmation message. A secondary message will be sent when the items are approved or rejected for deposit. We reserve the right to refuse any item for deposit into your account as well as the right to withhold the availability of funds as per BFC's Your DEPOSIT ACCOUNT disclosure.

#### **8. Exception Items**

We will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the service. An "Exception Item" could include, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, (c) is drawn on banks located outside the United States, or (d) not properly endorsed. We will notify you of each Exception Item. If you wish to attempt to deposit any Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit your obligation to BFC.

#### **9. Chargebacks**

All checks posted to your account through MRD are posted subject to our receipt of final payment by the paying bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited is charged back to us for any reason, you authorize us to charge any of your accounts without prior notice and at any time, for the amount of the returned item, our return fee, any interest paid on that item, and any other fee we pay or incur.

#### **10. Termination of Service**

BFC reserves the right to terminate this service at any time and without notice, at the Bank's sole discretion.

#### **11. Truncation, Substitute Checks, and Other Check Images**

When an original check is deposited thru MRD it becomes truncated and creates a substitute check. See BFC's Your DEPOSIT ACCOUNT disclosures, Substitute Checks and Your Rights section for more information. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

## **J. Person 2 Person (P2P)**

This service allows you to send funds to another person. Unauthorized use of these systems is strictly prohibited and is subject to prosecution. BFC or its Service Provider, may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

BFC checking account holders may send one-time Transfers to BFC customers or a depositor of another financial institution within the United States that may receive POS or ACH transactions. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. To use this service you are providing information to our Service Provider from your device.

By using this service, you are consenting to the receipt of emails or text messages from BFC or its Service Provider, regarding the Transfers and represents to BFC that you have obtained the consent of the Recipients of your intended Transfers. Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

A scammer may call, email, or text you, pretending to be from the bank, and ask for information that allows them to access your account. If you receive a one-time passcode you didn't request, don't give the passcode to anyone who contacts you for it. Likewise do not share any information with an unsolicited caller who may be inquiring about out of bank authentication information. Scammers may tell you there is an urgent fraud situation to attempt to trick you into quickly acting. Hang up on suspicious calls immediately, even if they appear to be from the bank. Scammers sometimes use technology to "spoof" phone numbers, so it appears the call is originating from the bank. If you have any concerns that the call might not be legitimate, call the bank at the number found on your account statement. Scammers may make unusual requests for sending or transferring money. Fraudsters may contact you to pretend to help you with an ongoing fraud situation. To reverse it, they suggest you transfer money "to yourself" when, in fact, the account you transfer money to belongs to the scammer. This could cause you to lose money or even become unknowingly involved in a crime. The bank will never call you to request that you transfer money to yourself or any other third party using P2P.

### **1. Eligibility**

Individuals aged 13 years and older with a checking account with BFC are eligible to use this service to send funds to a Recipient. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. BFC does not knowingly collect any personal information from or about individuals under 18 years of age without the consent of a parent or legal guardian. Please do not submit such information to BFC, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using this service, you represent that you meet these requirements.

### **2. Transfers**

- The Sender provides the Recipient's email address, phone number or debit card number and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 3 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institution for deposit to the Recipient's account. If the Sender and Recipient are both BFC customers enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. BFC is not responsible for any failure of another financial institution to timely credit its customer's account.
- You acknowledge and agree that transfers will be completed using only the email address, mobile phone number or debit card number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the payee list and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address, mobile phone number or debit card number since your obligation to pay for the transfer will not be excused by an error in the information you enter.
- Transfer instructions relating to external accounts and the transmission and issuance of data related to such information shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until BFC or the third party institution, which holds the account, has finally settled such credit.
- It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the accounts whose

numbers you provide or into the accounts associated with the card number you are providing. You authorize BFC, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments.

- You authorize BFC to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA.

### **3. Sender Acknowledgment**

By using the service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds. You are further authorizing any Recipient of this message to act on the instructions to receive the funds. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funded Transfers.

### **4. Recipient Acknowledgment**

By using this Service you agree that you are the intended Recipient of the email or text message and that you are the intended recipient of the funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, the Transfer will not be processed. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, BFC reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

It is important that you enter accurate information. You agree that BFC, the receiving financial institution and our Service Provider, may rely solely on the instructions you provide. If you enter inaccurate cardholder information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity.

### **5. Limitations on Transfers**

Daily limits may apply per transaction. BFC may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Monthly transaction limits may apply, see section III. E.PAYMENTS/TRANSFERS AND THEIR LIMITATIONS for additional information.

Such transfers may overdraw your account and may result in a draw from your Overdraft Protection or transfer from another account to cover the overdraft. In any of these situations, an overdraft fee or transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and/or type of Transfers allowed and may also charge a transaction fee.

### **6. Timing of Transfers**

If your transfer is submitted before 3pm CST (the "Cut-Off Time") on any business day, it will be available for receipt on that business day. Transfer submitted after the Cut-Off time will be available for receipt on the next business day.

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email or text and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

#### **7. Issues Affecting the Posting of Transfers**

You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize BFC to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither BFC nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an HSA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

#### **8. Authorization**

If a financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

### **IV. OTHER TERMS AND CONDITIONS**

#### **A. CANCELING YOUR DIGITAL BANKING SERVICES**

If these Digital Banking security procedures are not, in your judgment, commercially reasonable, you must inform us within 30 days of registering for the service. If the size, type, or frequency of your transfers change, and the result is that the Digital Banking security procedures cease to be commercially reasonable, you must also inform us within 30 days of such change. In either such case, we will terminate your access to Digital Banking.

The Digital Banking Agreement will remain in effect until it is terminated by you or BFC. You may cancel your service at any time by notifying us by using the information listed in the "BFC CONTACT INFORMATION" section. This cancellation applies to your Digital Banking services, and does not terminate your BFC deposit or credit accounts. If you choose to cancel your Digital Banking services, any unprocessed transfers/payments will be canceled. We recommend that you cancel any scheduled transfers/payments prior to notifying us that you are discontinuing the service. If you close your primary checking account, or if it's no longer linked to your service, your Digital Banking service may end, and any unprocessed transfers/payments will be canceled. We may terminate your participation and activity in Digital Banking services for any reason, including inactivity, at any time.

#### **B. CHANGES TO THIS AGREEMENT**

BFC may change any term or condition of this Agreement, and will deliver a written notice to you at least 30 days before the effective date if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law. If you maintain your Digital Banking Services after the effective date of a change, you indicate your agreement with the changes.

#### **C. COMMUNICATIONS**

Please do not email us confidential information except via BFC eSafe, a secure email link. Contact us by using the information listed in the "BFC CONTACT INFORMATION" section. Any communication, including emails, shall be deemed and remain the property of BFC. BFC shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a user to BFC through this Service.

#### **D. AFFILIATED PARTIES**

BFC may establish links between this Service and one or more services operated by third parties. All matters concerning Third Party Services are solely between you and the Third Party Service provider. BFC has no control over any such other services or the contents therein. The existence of any such advertisements or links shall not constitute an endorsement by BFC of such

services, the contents of the services, or the operators of the services. BFC IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY DAMAGES, LOSSES OR INJURIES WHEN YOU ACCESS THIRD PARTY INSTITUTIONS' WEB SITES AND THE SERVICES AVAILABLE ON THEM. YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE THIRD PARTIES' AGREEMENTS AND POLICIES RELATING TO THE USE OF THEIR SERVICES.

## **E. PROPRIETARY RIGHTS**

### **1. Materials**

Other than your materials and account information, all content included or available on the Service, such as advertisements, text, graphics, logos, button icons, images, audio clips and software, is the property of BFC, and/or third parties and is protected by copyrights, trademarks or other intellectual and proprietary rights. The compilation (meaning the collection, arrangements and assembly) of all content on the Service is the exclusive property of BFC and/or its licensors and is protected by copyrights or other intellectual property rights.

### **2. Trademarks**

The trademarks, logos, and service marks displayed on the Service (collectively "Trademarks") are the registered and unregistered Trademarks of BFC, or third parties. Under no circumstances may you use, copy, alter, modify or change these Trademarks. Nothing contained on the Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of BFC or the third party, which has rights to such Trademark, as appropriate.

### **3. No Warranties**

Although BFC attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the Service, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. The Service and its contents are provided on an "as is" basis. Use of the Service and its contents is at the user's sole risk. The Service and its contents are provided without any representations, endorsements, or warranties of any kind whatsoever, either express or implied, including, but not limited to, any warranties of title or accuracy and any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, with the sole exception of warranties (if any) which cannot be expressly excluded under applicable law. As noted below, BFC also makes no representations, endorsements, or warranties, either express or implied, with respect to any service operated by a third party.

## **F. INDEMNIFICATION**

You agree to indemnify, defend and hold BFC and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other Materials submitted by you to the Service; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against BFC arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase or sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the provision of the Service, or use of your account by any third party. BFC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with BFC in asserting any available defenses. You will not settle any action or claims on BFC's behalf without the prior written consent of BFC.

Finally without limitation as to the foregoing, in regard to Limitation of Liability: In no event will BFC or its subsidiaries, affiliates, contractors, or their respective employees be liable for any damages, including, without limitation, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in connection with any party's use of the Service or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line system failure, loss of data, or loss of use related to this Service or any service operated by any third party or any contents of this Service or any other service, even if BFC is aware of the possibility of such damages.

## **G. GOVERNING LAW**

### **1. Governing law**

These Terms and Conditions shall be governed by and construed in accordance with the law of the state of *Missouri*, without regard to the conflict of laws thereof, and to the laws of the United States.

### **2. Venue**

Disputes arising from the use of this Service shall be exclusively subject to the jurisdiction of any federal or state court as determined by BFC.

### **3. Severability**

To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

### **4. Waiver**

No waiver by BFC of any right, term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or at any other time.

#### **H. COOKIES, BROWSER INFORMATION AND RELATED ISSUES**

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information.

This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on Your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

#### **I. LIMITATION OF LIABILITY**

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICES DESCRIBED IN THIS AGREEMENT, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS DIGITAL BANKING, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

#### **J. ERROR RESOLUTION**

Refer to BFC's Your DEPOSIT ACCOUNT disclosure, Electronic Fund Transfer Your Rights and Responsibilities section for more information and error resolution procedures.