

First National Bank
Mobile Deposit Agreement

In order to utilize the **Mobile Deposit** function customers must be enrolled in Internet Banking (Internet Banking is also known as Online Banking), Mobile Banking, and have installed the appropriate app: Apple 3.10.1, Android 3.13.1, or higher for the mobile device they are using.

Posting and cut-off times: Cut off time is 2:00 p.m. All deposits made before 2:00 p.m. will be deposited after processing on the same business day. Any deposit made after 2:00 p.m. will be deposited after processing on the following business day.

Criteria: (1) Mobile Deposit function will not be available for customers currently enrolled in Fresh Start program, (2) New accounts must be open and in good standing for 30 consecutive days. (3) Mobile Deposit will not be available for accounts which have in excess of 2 returned deposits in the past 60 days.

Limits: (1) Maximum \$2500.00 daily mobile deposit limit, (2) Maximum \$10,000.00 limit on mobile deposits for the most recent 30 days.

Retention: Customers will be responsible for retaining deposited items for a minimum of 7 days and then shredding.

Items NOT available for mobile deposit: Canadian checks, ComChecks, Foreign checks, savings bonds, Treasury Tax & Loan (TTL) payments, Travelers checks, Money orders, Checks made payable to any person or entity other than the owner(s) of the account, Altered checks, Checks made payable jointly, IRDs (Image Replacement Document, Returned checks processed by check 21), Remotely created checks- ex. insurance draft checks, stale dated checks.

Use of Service: You are prohibited from using the services for any activity that: 1) Would result in you being or becoming a "money-service business" as defined by the Bank Secrecy Act and its implementing regulations; 2) Knowingly accepting restricted transactions in connection with another person in unlawful internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG; 3) Directly or indirectly related to the use of the services that is illegal or fraudulent. **Any of these actions are grounds for immediate termination of your Mobile Deposit Service.**

Return Deposits: Any credit to your account using Mobile Remote Deposit is provisional. If a check deposited through Mobile Remote Deposit is dishonored, rejected or otherwise returned as unpaid by drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, or adjustment or warranty claim was made timely.

NOTE: Items deposited using Mobile Remote Deposit is subject to our verification and final inspection process. We may at any time deposit image item or return all or part of a deposit of multiple image items to you without prior notice. We are under no obligation to inspect or verify any image item to determine accuracy, legibility, or quality of the image item or MICR line information associated with the image item, or for any other purpose. However, we may correct or amend the MICR line information associated with an image item to facilitate processing of the image item or a substitute check created from that image. We may process and collect an image item or a substitute image item through one or more clearing houses, Federal Reserve Banks, or other private clearing agreements with other financial institutions. We may hold and use funds in any deposit account of yours following termination of this agreement and the services for such time as we reasonably determine that no image item processed by us prior to termination may be returned, charged back or otherwise become a source of loss or liability.

Termination: First National Bank has full discretion to terminate this service at any time in which prior notice will be given.

Official Address: First National Bank, P.O. Box 700, 200 W. Court Street, Paragould AR 72450