

# Wayne Savings Community Bank

## Mobile Deposit User Agreement

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of Wayne Savings Community Bank’s Mobile Deposit Service. This Agreement is made as of the date you first elect to use the Wayne Savings Community Bank’s Mobile Deposit Service (“Mobile Deposit Service”) to supplement any other agreements you (the “Customer”, “you” or “your”) have entered into with Wayne Savings Community Bank (the “Bank”, “we”, “us”) including but not limited to the Account Disclosure & Fee Schedule and the Mobile Banking Terms & Conditions.

### 1. The Services

Subject to the terms and conditions herein, Customer subscribes to, and Bank agrees to provide, the Mobile Deposit Service to be used by Customer in accordance and in compliance with the Check Clearing for the 21st Century Act (“Check 21”). The Mobile Deposit Service enables you to create and submit electronic check images to Bank, for deposit to your account(s) with Bank, in lieu of the Original Checks (as defined herein) from which such check images were obtained. Bank retains the ability to either approve or deny your use of the Mobile Deposit Service in Bank’s sole and absolute discretion.

### 2. Definitions

The meanings of the defined terms set forth below are also applicable to this Agreement and any Documentation (defined herein). If any capitalized term defined below is used in Federal Reserve Board’s Regulation CC (Vol. 12 of the U.S. Code of Federal Regulations, part 229) promulgated to comply with Check 21, as it may be amended, substituted for, or recodified from time to time (“Reg. CC”), then such term generally shall have the meaning assigned to it in Reg. CC. To the extent that any of the defined terms in this Agreement or in the Documentation use a term not defined herein but otherwise defined in Reg. CC, then such definition also incorporates the meaning assigned to the applicable term as set forth in Reg. CC. To the extent that any term used by Bank in providing you the Mobile Deposit Service is a term that is not used or defined in this Agreement or in the Documentation, you and Bank agree to such term commonly used with regard to remote deposit capture services shall have the meaning as defined in Reg. CC if such term is so defined.

All other capitalized terms used that are not otherwise defined in this Agreement or in the Documentation shall have the meaning given to such term in Article 3 or Article 4 of the Uniform Commercial Code (as amended from time to time (“UCC”)) effective in Ohio as adopted in the Ohio Business and Commerce Code. In addition, you acknowledge that the Electronic Image of the Original Check submitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in the Ohio Business and Commerce Code.

- a) “Check 21” means Federal Reserve Board Reg. CC, Subpart D, promulgated to implement the provisions of the Check Clearing for the 21st Century Act.
- b) “CTA” means the Check Clearing for the 21st Century Act, which became effective October 28, 2004.
- c) “Documentation” means the online help files or written instructions and materials made available or supplied by Bank that provide the description, methods of operation, and required procedures to engage in Mobile Deposit Service activities.
- d) “Electronic Image” means a digital or electronic representation of an Original Check that is a Sufficient Copy and meets all of the Standards and is submitted by you to Bank for processing and collection as a Substitute Check.
- e) “Electronic Deposit” means a file that contains information regarding each Electronic Image(s) to be submitted by you to Bank that meets all of the requirements imposed from time to time by Bank as set forth in this Agreement and the Documentation.
- f) “Magnetic Ink Character Recognition Line” or “MICR Line” means the numbers, which may include the routing number, account number, check number, check amount and other information, that are printed near the bottom of a check in magnetic ink in accordance with the Standards.

- g) "Original Check" means the first paper check issued to or endorsed in your favor with respect to a particular payment transaction.
- h) "Processing Software" means the software for any mobile device hosted by the Bank that administers the Mobile Deposit Services and captures Electronic Images for deposit.
- i) "Reconverting Bank" means: (1) the bank that creates a Substitute Check; or (2) with respect to a Substitute Check that was created by a person that is not a bank, the first bank that transfers, presents, or returns that Substitute Check or, in lieu thereof, the first paper or electronic representation of that Substitute Check.
- j) "Standards" means the applicable standards set forth in CTA, Check 21 or as promulgated by the American National Standards Institute ("ANSI") for image quality and transmission protocols, including but not limited to, ANS X9.13, ANS 9.37 and ANS X9.100-140 (or any amendment or substitute for such standards as may be promulgated from time to time), whether such standard pertains to the MICR Line, the image quality of the Original Check, the placement of an image of the Original Check on the Substitute Check, or the manual or electronic transfer of a Sufficient Image Copy or other electronic representation of an Original Check or a Substitute Check, unless the Federal Reserve Board, by rule or order determines that a different standard is to apply.
- k) "Substitute Check" means a paper reproduction of an Original Check that: (1) contains an image of the front and back of the Original Check; (2) bears a MICR line that, except as provided under the applicable Standard, contains all the information appearing on the MICR line of the Original Check at the time that the Original Check was issued and any additional information that was encoded on the Original Check's MICR line before an image of the Original Check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140 (unless the Federal Reserve Board by rule or order determines that a different standard applies); and (4) is suitable for automated processing in the same manner as the Original Check.
- l) "Sufficient Copy" and "Copy" means: (1) A sufficient copy is a copy of an Original Check that accurately represents all of the information on the front and back of the Original Check as of the time the Original Check was Truncated or is otherwise sufficient to determine whether or not a claim is valid. (2) A copy of an Original Check means any paper reproduction of an Original Check, including a paper printout of an electronic image of the Original Check, a photocopy of the Original Check, or a Substitute Check.
- m) "Sufficient Image Copy" means an Electronic Image of an Original Check or Substitute Check that is capable of printing a Sufficient Copy of such Original Check or Substitute Check.
- n) "Truncate" means to remove an Original Check from the forward collection or return process and send to a recipient, in lieu of such Original Check, a Substitute Check or, by agreement, information relating to the Original Check (including data taken from the MICR line of the Original Check or an electronic image of the Original Check), whether with or without the subsequent delivery of the Original Check.

### **3. Other Agreements**

The terms and conditions of the Account Disclosure & Fee Schedule, Mobile Banking Terms & Conditions, Documentation and disclosures for each of your accounts with Bank, in addition to your other agreements with the Bank, including but not limited to any loan agreements, Online Banking Agreement and Disclosure, and other agreements between you and Bank, continue to apply notwithstanding anything to the contrary in this Agreement. In the event of a conflict or inconsistency between the terms of the Account Disclosure & Fee Schedule, or any other agreement between you and Bank and the terms of this Agreement, with respect solely to the Mobile Deposit Service, the terms of this Agreement shall control, but only to the extent of such conflict or inconsistency.

### **4. Processing Equipment and Processing Software**

You must obtain the Mobile Deposit Services within the Bank's Mobile App. You must comply with the mobile device hardware, software, and other requirements, as well as applicable Security Procedures, as set forth in this Agreement and in any Documentation or any supplemental information and/or instructions provided by the Bank. **You understand**

**that failure to comply with such mobile device hardware, software and other requirements regarding the Mobile Deposit Services may result in you being unable to generate a Sufficient Image Copy in order to create an Electronic Image to complete a Mobile Deposit.** Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Mobile Deposit Service and transactions contemplated hereunder and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by you, which includes such data containing your sensitive personally identifiable information of any individual, the security of your Mobile Deposit Service deposits may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your mobile device (hardware and software) and related security procedures that you adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by you.

In addition to other limitations on Bank's liability contained elsewhere in this Agreement, you understand, acknowledge and agree that the Bank is not responsible for any loss or damages resulting from any errors or failures of your mobile device or data processing systems, including, but not limited to any mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by you, or any mobile device network problems that may be associated with your access and use of our Mobile Deposit Services.

The software used to provide the Mobile Deposit Service is governed by this Agreement and the Mobile Banking Terms & Conditions.

## 5. Fees

By using the Service, you agree to pay any fees associated with use of the service and authorize us to deduct fees from the account in which the Mobile Deposit Service deposit is made. In the event that the account is closed or the balance is not sufficient to cover the fees, you authorize us to charge the fees to any other deposit account that you maintain with us. These fees are set forth in the Bank's Fee Schedule and may be changed at the Bank's discretion upon at least 30 days prior notice to you, to the extent required by applicable law. **The current fee to process an item is \$0.50 per item.**

## 6. Eligible Items

You agree to scan and deposit only "checks" as defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Bank is converted to an electronic image for presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You also agree that you will not use our Mobile Deposit Service to submit any of the following:

- Checks or items payable to any person or entity other than you (i.e. no third party deposits)
- Checks or items drawn on foreign financial institutions or payable other than in United States money
- Checks or other items containing apparent alteration to any of the information on the front of the check or item, or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees
- Original Checks or other items previously converted to a Substitute Check
- Checks or items that are Remotely Created Checks (as defined in Reg. CC)
- Checks or items dated more than six (6) months prior to the date of deposit
- Checks or items prohibited by Bank's current Documentation relating to Mobile Deposit Services, or checks or items which are otherwise not acceptable under the terms of your Account(s)
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution

## **7. Receipt of Items**

We are not responsible for items we do not receive or for images that are dropped during transmission. An image shall be deemed received once you receive a confirmation from Bank that we received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account any item that we subsequently determine was not an eligible item. You agree that Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**The daily cut-off time for Mobile Deposits is 4:00 p.m. EST.** Such daily cut-off times may be adjusted by Bank in its sole discretion from time to time upon notice to you. The availability of funds for deposits via the Mobile Deposit Service is set forth in the Availability of Funds section of this Agreement.

## **8. Rejection of Mobile Deposit(s)**

We may reject any Mobile Deposit which does not comply with the requirements in this Agreement. We will attempt to notify Customer by phone, mail or electronic transmission, including email and/or fax, of such rejection no later than the Business Day following the day such deposit would otherwise have been transmitted by us to the Federal Reserve.

Furthermore, your deposit of a check image via Mobile Deposit Service is subject to Bank's verification and final inspection process. Bank is under no obligation to inspect or verify an Electronic Image to determine accuracy, legibility or quality of such image or MICR line information associated with such image, or for any other purpose. However, Bank may correct or amend MICR line information associated with an Electronic Image to facilitate processing of the Electronic Image or a Substitute Check created from that Electronic Image.

Notices of rejection shall be effective when given. Bank shall have no liability to you by reason of the rejection of any such Mobile Deposit or the fact that such notice is not given at an earlier time.

## **9. Mobile Deposit Item Returned Unpaid**

Should a Drawee Financial Institution return an item to us unpaid, we will charge your respective account for such returned item and the applicable return check fee (see Fee Schedule). We may either (i) return the item to you, or (ii) re-present it to the Drawee Financial Institution before returning it to you. Items may be returned as Image Exchange Items, rather than Substitute Checks. Should a Drawee Financial Institution or other third party make a claim against us or seek re-credit with respect to any Electronic Image, we may provisionally freeze or hold aside a like amount in your account pending investigation and resolution of the claim.

## **10. Availability of Funds**

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item transmitted through the service is received and accepted before 4:00 pm EST on a business day that we are open, we consider that day to be the day of your deposit. We will consider deposits received after this time to be made on the next business day that we are open.

Our policy is generally to make funds from your Mobile Deposit Service available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using the Mobile Deposit Service will not be deemed "received" by us until we have received an Electronic Image that meets all of the requirements for deposits (including all requirements to create a Substitute Check) stated in this Agreement and in any Documentation. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your account. For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit via Mobile Deposit available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may

not be available until the second Business Day after the day of your deposit. The first \$200 of your Mobile Deposit Service deposits, however, may be available on the first Business Day. If we are not going to make all of the funds from your Mobile Deposit available on the first Business Day, we will mail you a notice by the business day after we receive your deposit.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$3,000.00 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your Account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment

The availability of Funds you deposit via Mobile Deposit Service may also be delayed for a variety of reasons as determined in Bank's sole discretion, including, but not limited to:

- We believe a check you deposit is a duplicate image
- You deposit checks totaling more than any applicable per item limit, daily dollar amount limit, monthly item limit or any other limitations on your Mobile Deposit Service imposed by the Bank
- We exercise our rights to investigate any unusual or suspicious Mobile Deposit items as determined in Bank's sole discretion

We will generally notify you if we delay your ability to withdraw funds for any of these or other reasons, and we will attempt to tell you when such funds will be available. If you will need the funds from a deposit via Mobile Deposit, you should contact us to inquire when the funds will be available.

#### **11. Retention of Original Checks**

You further agree that you will retain each Original Check that is transmitted through Mobile Deposit Service activity for a reasonable period of time, but in not fewer than twenty-one (21) Business Days from the date of deposit or such longer time as we may request from time to time with respect to any specific Original Check. You understand that in all cases you are solely responsible for safeguarding all items you retain. After the reasonable time period has elapsed, you agree to mark the check void and use commercially reasonable methods to destroy the Original Checks thus rendering them unusable and otherwise unreadable.

#### **12. Deposit Limits**

Deposits made via the Mobile Deposit Service may be limited to five (5) or fewer checks per day by a single user. The total dollar amount that is deposited via the Mobile Deposit Service may also be limited to \$1,500 or less on any given day by a single user.

#### **13. Security Procedures**

You agree to the security procedures ("Security Procedures") used by Bank in connection with the Mobile Deposit Service. Such Security Procedures offered by Bank are described herein and in the Documentation applicable to such services. As part of the Security Procedures, Bank may employ various authentication technologies, including, but not limited to, use of User IDs, passwords, PINs and other "Additional Authentication Information" ("AAI"). Bank employs various security and authentication technologies to ensure that you are communicating directly with Bank, and also to ensure that your mobile device is communicating with a legitimate Bank computer. YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR USER ID, PASSWORD, PIN, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.

If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, you shall immediately notify Bank by telephone and confirm such oral notification in writing to the Bank within twenty-four

(24) hours of the oral notification. To the maximum extent permitted by applicable law, you will be solely liable for all transactions initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of the Mobile Deposit Service after Bank provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. Bank is not agreeing to any Security Procedures or other procedure for the detection of errors. You represent that for Mobile Deposit, you consider the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting.

#### **14. Bank Responsibilities**

- A. Bank will provide access to the processing software for the Mobile Deposit Service through Bank's Mobile App. Bank will also provide maintenance and support for the Mobile Deposit Service to ensure the accurate processing of checks, including but not limited to:
  - 1. Corrections, contingent or alternate work methods, and repairs to any known system bugs or errors.
  - 2. Modifications, enhancements, or updates that Bank elects to make generally available to its customers.
  - 3. Telephone and email support during Bank's normal business hours.
- B. Bank will provide Documentation as well as training materials and support reasonably required for Customer's use of the Mobile Deposit Service.
- C. Bank will accept for deposit and collection to the Customer's designated account(s) the Electronic Images of Original Checks that are transmitted to Bank in compliance with this Agreement and all applicable laws, rules and regulations. Mobile Deposits are deemed to have been received upon confirmation by Bank of successful receipt of the transmission of Electronic Images that are complete, usable, and adhere to the data specifications set forth in this Agreement. If the Electronic Images are not complete, are not usable, or do not adhere to data specifications, the images may not be processed by Bank. In such event, your deposit will be adjusted and notification will be provided to you.
- D. Bank will process your Electronic Images that are Sufficient Image Copies after it has received your transmission of Electronic Images. Bank will use commercially reasonable efforts to present the Sufficient Image Copies for collection under the Check 21 framework. Unless Bank notifies you otherwise, Bank will provide same day ledger credit to your deposit account for all Sufficient Image Copies transmitted by you and received by Bank in accordance with the requirements of this Service and within the timelines established by Bank. However, Bank shall not be responsible for providing ledger credit on the same day a file is transmitted to Bank by you unless the file containing the Electronic Image is fully received by Bank prior to the cut-off time of 4 p.m. EST.
- E. If a Drawee Financial Institution returns an image representing an item to Bank unpaid, Bank may charge your applicable account for such returned item, whether or not the return is timely and properly made, and may either (i) return the item to you, or (ii) re-present it to the Drawee Financial Institution before returning it to you. Items may be returned as Image Exchange Items, rather than Substitute Checks. If a Drawee Financial Institution or other third party makes a claim against Bank or seeks re-credit with respect to any electronic item, Bank may provisionally freeze or hold aside a like amount in your applicable account pending investigation and resolution of the claim.
- F. Bank will provide information detailing Items processed, return items, deposit adjustments, and other related information in your applicable account statement.
- G. Bank may refuse to process any non-conforming items, including without limitation, any items that do not meet the definition of a "check."

#### **15. Customer Responsibilities**

- A. Customer will maintain at least one or more deposit accounts at Bank which are eligible for receipt of Mobile deposits.
- B. All checks submitted through Mobile Deposit must be properly endorsed by you prior to transmittal. Unless otherwise instructed by the Bank, you agree that all checks deposited through Mobile Deposit must (a) be signed by all required payees, and (b) say they are "For Mobile Deposit Only – Wayne Savings Community Bank" or "For Mobile Deposit Only – Wayne Savings."
- C. Customer will inspect and verify the quality of Electronic Images, ensuring that the Electronic Images of the front and

back of the Original Checks are legible for all posting and clearing purposes by Bank. Specifically, the Customer is warranting that:

1. The Electronic Image is an accurate representation of all information on the front and back of the Original Check at the time the check was converted to an Electronic Image, and the Electronic Image contains all endorsements from the Original Check.
  2. Each Electronic Image (or related electronic data file) contains a record of all MICR line information required for a Substitute Check and satisfies all the requirements of Check 21 and Regulation CC for the creation and/or transferring of a Substitute Check.
  3. The Original Check, a duplicate Electronic Image, or any copy of the Original Check or Electronic Image will not be deposited by the Customer with Bank (unless Bank instructs you to do so) or under any circumstance with any other bank or financial institution.
  4. The Original Check, a duplicate Electronic Image, or any copy of the Original Check or Electronic Image will not be presented, transferred, or returned such that Bank or any other person will be asked to make payment based on an Original Check or Electronic Image that Bank or the other person has already paid.
- D. The Customer's applicable account will be charged for any deposited check that is later returned to Bank do to an actual or alleged breach of any such warranty above or otherwise made in this Agreement.
- E. Customer will assist in the installation and implementation of any changes and upgrades to the Mobile Deposit services as required by Bank to ensure compliance with regulatory changes and developments, or to protect the integrity and security of such Services.
- F. Customer will use the Mobile Deposit Service to enter, process, and transmit Original Checks in accordance with procedures and transmission deadlines outlined in this Agreement.
- G. Customer will verify Bank's receipt of its Mobile Deposits by reviewing deposits that have been posted to the designated accounts, in addition to cooperating with Bank in any investigation and resolving any unsuccessful or lost transmissions.
- H. Customer will comply with all Security Procedures outlined in this Agreement and any Documentation and agrees not to bypass, override or disable any security mechanisms in the processing software or processing equipment.
- I. Customer will retain each Original Check for the time frame specified in this Agreement after an Electronic Image of the check has been created and will promptly provide any related Original Check (or Sufficient Copy of the front & back of the Original Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check. Customer understands that in all cases it is solely responsible for safeguarding all such images from destruction, alteration or theft in accordance with the provisions of this Agreement.
- J. Customer will use commercially reasonable methods to destroy the Original Checks after the required retention time has expired to render them unusable or otherwise unreadable.
- K. Customer will cooperate with Bank in providing information and access to Customer records in the event of lost, mistaken, incomplete, or unusable Electronic Images, or in the event of claims of fraud, alteration, counterfeit or otherwise.
- L. Customer may not perform Mobile Deposit Service for any third party, and any attempt to do so shall automatically terminate this Agreement, except for any provisions of this Agreement that are expressly to survive such termination.

#### **16. Liability; Limitations on Liability; Indemnity.**

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

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

Bank makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness

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

You agree to indemnify Bank against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of Customer or any other person described in this Section 16.

- B. Bank shall be liable only for Customer's actual damages; in no event shall Bank be liable for any consequential, special, incidental, punitive, or indirect loss or damage which Customer may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability which Customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

Liability shall not exceed the sum of the amount of any loss suffered by the Customer as a result of a breach of warranties under Regulation CC (12 CFR Part 229) up to the amount of any Substitute Check, interest and expenses (including cost and reasonable attorney fees and other expenses of presentation) related to the Substitute Check reduced by any amount that the Customer receives and retains as a re-credit. Furthermore, such liability shall be further reduced by the amount of any damages incurred as a result of the negligence or bad faith of the Customer.

- C. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, adverse weather, terrorism, emergency conditions, or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In such event, Customer shall be responsible for having a contingency plan in place including temporarily depositing original, paper items at any branch facility of the Bank.
- D. Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using the rate calculation method for the applicable account type listed in the Account Disclosure & Fee Schedule for the period involved. At Bank's option, payment of such interest may be made by crediting the account resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in Section 16.

## **17. Termination**

Bank reserves the right to terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Mobile Deposit Service for any unauthorized or illegal purposes or you use the Mobile Deposit Service in a manner inconsistent with the terms of your Account Disclosure & Fee Schedule, Mobile Banking Terms & Conditions or any other agreement with us.

Either you or the Bank may terminate the Mobile Deposit Service, with or without cause, upon thirty (30) calendar days' written notice to the other of its intent to do so, sent to you at your statement address and sent to us at the address provided herein. In the event of termination of the Mobile Deposit Service, your rights and responsibilities as well as ours,



shall continue through any applicable settlement period, including your responsibility to pay us for the Mobile Deposit Service and with respect to transactions processed prior to the effective date of termination. If the Mobile Deposit Service is terminated by us, we may accelerate all amounts due and to become due, and you agree to promptly make full payment to us of all amounts due and amounts incurred by you through your use of the Mobile Deposit Service.

## **18. Amendments**

From time to time, Bank may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cut-off time or any Business Day. Such amendments shall become effective upon receipt of notice by Customer or such later date as may be stated in Bank's notice to Customer. You agree that your use of the Mobile Deposit Service after the Bank provides notice of such changes constitutes your acceptance of the changes.

## **19. Entire Agreement**

This Agreement (including the Documentation) together with the Account Disclosure & Fee Schedule, Mobile Banking Terms & Conditions, and other applicable agreement between Customer and Bank is the complete and exclusive statement of the agreement between Bank and Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Customer with respect to such subject matter.

In the event of a conflict or inconsistency between the terms of the Account Disclosure & Fee Schedule, or any other agreement between you and Bank and the terms of this Agreement, with respect solely to the Mobile Deposit Service, the terms of this Agreement shall control, but only to the extent of such conflict or inconsistency. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement or the Security Procedures or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

## **20. Non-Assignment**

Customer may not assign this Agreement or any of the rights or duties hereunder to any other person.

## **21. Waiver**

Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of this Agreement.

## **22. Headings**

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

## **23. Enforceability**

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the 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 to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

## **24. Ownership & License**

You agree that Bank retains all ownership and proprietary rights in the Mobile Deposit Service, associated content, technology, and website(s). Your use of the Mobile Deposit Service is subject to and conditioned upon your complete compliance 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 Mobile Deposit Service.

## **25. Governing Law**

Regardless of where you live or work or where you access our Mobile Deposit Service, this Agreement is subject to the internal law of the State of Ohio and the federal law of the United States of America. If any of the terms of this agreement cannot be legally enforced, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and this Agreement, shall remain in full force and effect.

## **26. Customer Support**

For any questions or to report any problems with the Mobile Deposit Service, our Mobile Banking Customer Support is available Monday - Friday from 8:00 a.m. to 5:00 p.m. and Saturday from 8:00 a.m. to 12:00 p.m. EST, excluding federal holidays. You may call us at 1-800-414-1103, e-mail us at [consumeronlinebanking@waynesavings.com](mailto:consumeronlinebanking@waynesavings.com) or contact us by mail at:

**Wayne Savings Community Bank**

Re: Mobile Banking Customer Support

151 N Market St

Wooster OH 44691

For security reasons, we advise you not to send confidential information such as Social Security Numbers, account numbers, or login information through general e-mail.

**Member  
FDIC**



Rev. 06/2018