

# ELECTRONIC BANKING & BILL PAY APPLICATION FORM

CUSTOMER SOCIAL SECURITY = Please only complete of	#:(	or EIN #:		
BUSINESS NAME (if applicable):			_	
CUSTOMER NAME:			<u> </u>	
ADDRESS:			_	
CITY:	STATE:	ZIP:		
HOME PHONE NUMBER	WORK PHONE NUMBER	WORK PHONE NUMBER CELI		
E-mail Address:				
Check this box if the address	s is a change:			
All accounts that have the above l one online access account will be			be available for viewing	online. Only
Signature of Authorized Signer:			Date:	
Please mail the completed form and Onlin Farmers Bank ATTN: Internet Banking PO Box 2706 Twin Falls, ID 83303	ne Banking and Bill Pay Agreement to	Please be sure to sign	ı both):	

Farmers Bank Use ONLY:
Maintenance Done By:

Date: \_\_\_\_\_

July 2016



# **ELECTRONIC BANKING & BILL PAYMENT AGREEMENT**

The first time you access your accounts through Online Banking, you agree to be bound by the terms and conditions of this Electronic Banking Agreement ("Agreement"), along with any subsequent addendums, and acknowledge its receipt and your understanding of its terms.

## Introduction

This Agreement and any attached addendums explain the terms and conditions for accessing accounts and conducting transactions at Farmers Bank ("Institution", "Financial Institution", "we", "us" and "our") via our Online Banking site(s) ("Online Banking") and/or our Mobile Banking site(s) ("Mobile Banking"). As used in this Agreement, the terms "you" and "your" refer to you as a bank customer.

## **Benefits of Online Banking**

Through Online Banking, you can manage eligible accounts from your home or office on a personal computer or mobile device. Online Banking can be used to conduct any of the following "Online Financial Services":

- Obtain balances and transaction histories on all eligible accounts enrolled in Online Banking.
- Transfer money between eligible accounts (The number of transfers you can make from an account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires)
- Pay bills to any payee, financial institution or an individual with a U.S. address.

Institution may, from time to time, introduce new Online Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

## **Benefits of Mobile Banking**

Through Mobile Banking, you can manage eligible accounts from your home or office with your mobile device. Mobile Banking can be used to conduct any of the following "Online Financial Services":

- Obtain balances and transaction histories on all eligible accounts enrolled in Mobile Banking.
- Transfer money between eligible accounts (The number of transfers you can make from an account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires).
- Pay bills to any payee, financial institution or an individual with a U.S. address that has been previously set up via Online Banking.
- Deposit checks via your mobile device using mobile capture. (Deposit amounts are controlled by bank determined limits and next day funding will only occur if received before deadline addressed in the Mobile Capture Addendum.)

### **Benefits of Electronic Statements**

Online Banking customers may elect to receive their account statements via electronic means. If you have eStatement services, you are required to receive your Account statements electronically. If you receive electronic statements, an email notification will be sent to you at the e-mail address provided by you to let you know when your eStatement is available for viewing. It is your responsibility to make sure that your email address we have on file is up to date. Your eStatement for your current statement cycle will be available to you no later than 3 business days after your cycle date. Your normal statement cut-off date will not change when you elect to receive eStatements. eStatements will be available for viewing by you for 18 months after the date it is posted on the Online Banking website, as long as your account and Online Banking services remain active during that time. Benefits of eStatements include but are not limited to:

- Improved Statement acquisition time every month
- Organization of your banking statements for up to 18 months
- Improved retrieval time if research work is required

## **Updating Information**

By consenting to conduct transactions and receive documents electronically, you accept the responsibility of providing us

with a current e-mail address. If your e-mail address changes, please provide us with your new e-mail address as soon as possible, by sending an e-mail to <a href="mailto:estatements@farmersbankidaho.com">estatements@farmersbankidaho.com</a>, calling or writing the Bank at Farmers Bank P.O. Box 2706, Twin Falls, ID 83303. If your e-mail address proves to be invalid, your enrollment for delivery of regulatory documents and statements will be cancelled and the Bank will mail you printed copies of all required documents.

## **Requirements**

To access Online Financial Services you must have web browser and 256 bit data encryption along with access to Internet Services.

To enroll in Mobile Banking, you must have access to Personal Internet Banking; and meet the following criteria:

- Internet access on your mobile device through your current mobile carrier.
- Downloadable application is available for most iPhone and Droid phones but not all phones are supported.

In addition to compatible software, you must have an Online Banking Access ID, a password and maintain one or more of the following eligible accounts at Institution:

- Checking Account
- Savings Account
- Certificate of Deposit
- Loan
- IRA

## **Password**

Your password will give you access to Institution accounts via Online Banking and Mobile Banking. Institution is entitled to act on any instructions it receives using your password. For security purposes, it is recommended that you memorize your password and do not write it down. We also recommend that you change your password regularly to avoid misappropriation by a third party. Your password can be changed at our Online Banking site and must be 8-16 characters and alphanumeric. YOU ARE responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use Online Banking or Mobile Banking and the Online Financial Services on your behalf. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s).

# **Accessibility**

Online Financial Services are accessible seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of our Online Banking, Mobile Banking, or Online Financial Services may not be available due to system maintenance or reasons beyond Institution's control. Institution does not warrant that Online Banking, Mobile Banking, or Online Financial Services will be available at all times. When unavailable, you may use an automated teller machine ("ATM") or call our office at 208-734-1500 to conduct your transactions. An Online Financial Service transaction initiated prior to 6 PM (Mountain Time) on a banking day is posted to your account the same day. All transfers completed after 6 PM (Mountain Time), or on a non-banking day, will be posted the following banking day.

## **Fees and Charges**

Currently, there are no charges for the use of the Online Financial Services described in this Agreement. We are not responsible for charges applied to you by your wireless carrier for using your wireless network to access Mobile Banking. Check with your respective wireless carrier regarding wireless network data charges.

## Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking or Online Financial Services. You may not gain, or attempt to gain, access to any Online Banking, Mobile Banking, and/or Online Financial Service server, network or data not specifically permitted to you by Institution or its suppliers. Additionally, you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its suppliers.

## Accessing the Service

To enroll in Online Banking, you must complete your internet banking enrollment form, or auto enroll at Farmers Bank homepage (<a href="www.farmersbankidaho.com">www.farmersbankidaho.com</a>). You will be assigned an Access I.D. and Password, which you will be required to change the first time you sign in, and will be required at each login thereafter. You will use the Access ID and password to access the Online Banking product, Mobile Banking Product, and the Bill Pay product.

## **Enrolling in Mobile Banking**

To enroll in Mobile Banking, you must have access to Personal Online Banking. You will be able to self-enroll Online under the options menu. You may also download the mobile app by going to the appropriate app store and searching for "Farmers Bank Idaho".

## **Bill Payment Service**

You may use Farmers Bank's bill paying service to direct payments from your designated checking (account) to the Payees you choose, in accordance with this agreement. The terms and conditions of this Agreement are in addition to any Account agreements, disclosures and other documents in effect on your account.

## **Additional Charges for Customer Requested Services**

You may view the latest schedule of fees on our website at <u>www.farmersbankidaho.com</u> or at any of our conveniently located branches.

The Financial Institution reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Some Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement provided to you at account opening, which discloses important information concerning your rights and obligations.

## Responsibility

Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking, Mobile Banking, or Online Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking, Mobile Banking, or Online Financial Services; (ix) you knew that Online Banking, Mobile Banking, and/or the Online Financial Services were not operating properly at the time you initiated the transaction or payment; (xi) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

## If You Believe Your Password is Lost, Stolen, or Used Without Your Authority

Contact us IMMEDIATELY if you believe your System password or login ID has been lost, stolen, or used without your authority. The unauthorized use of your System Services could cause significant loss to the balance in your account, as well as the maximum amount of any line of credit linked to the account. Telephoning us immediately is the best way of reporting a suspected loss, theft or compromise of your information and funds. If you cannot reach us by telephone, you may write to us. Please refer to the Regulation E Disclosures in your Deposit Account Agreement and for important information about your rights and obligations in the event of unauthorized transfers from your account.

### Security

It is important you understand your role in preventing misuse of your Accounts through the System. If we provide you with a statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree to notify us immediately (not to exceed 60 days) of any error, discrepancy, or unauthorized transaction you discover on any statement, notice or check for each of your Bank accounts as soon as you receive it. If you fail to do so, you may become responsible for the losses resulting from such a failure. We may deny a claim for monetary loss due to unauthorized activity if you fail to follow these procedures.

You agree to protect the confidentiality of your Account information and Account numbers. You also agree to protect the confidentiality of your personal identification information, such as your driver's license number and social security number. For your protection, sign off after every online banking session and close your browser to ensure confidentiality. Your contribution is important to protect the security of your access to our services. You can help prevent unauthorized access by following these security tips:

- 1. Protect your login ID and password by keeping it unique and known only to you.
- 2. Change your password routinely. The system is set to force password change every 6 months

- 3. Choose a password that uses both upper and lower case alpha and numeric characters for purposes of security, and is difficult to guess. Avoid using an easily guessed password such as a word found in the dictionary, your name, your significant other's name, your pet's name, your birthday, or any other commonly known personal identification, such as social security numbers, address, or names of children.
- 4. Your password should be memorized rather than written down or displayed in a place where others can view it.
- 5. Log off the System by clicking on the exit or log off option. Upon exiting you will receive a message confirming that you have now logged off of the System. We also suggest you clear your disk cache by shutting down your browser which will normally clear your cache; alternatively, you can clear your cache using the instructions provided in your browser's online help system.
- 6. Maintain general security over your personal computer such as virus and malware protection and employ physical access controls.
- 7. You can only access our Institution with certain browsers that have a high security standard.
- 8. If no action is taken for 20 minutes, you will be automatically logged off the Online Banking service.

For more tips on safe Internet banking please visit: <a href="http://www.fdic.gov/bank/individual/online/safe.html">http://www.fdic.gov/bank/individual/online/safe.html</a>.

We are strongly committed to protecting the security and confidentiality of our customer's account information.

# **Unauthorized Transactions**

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. Failure to notify us within the two (2) day window may result in a loss of funds up to \$500.

You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may choose to extend these time periods for good reasons such as out-of-town travel or extended hospital stays, at our discretion.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account during the time it takes us to complete our investigation.

If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to deny provisional credit. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

For unauthorized transactions concerning Mobile Capture reference the attached Mobile Capture Addendum.

#### Liability

You are solely responsible for controlling the safekeeping of, and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. Giving your password or login information to another party will be considered authorization to conduct business on the account owner's behalf. If you want to terminate another person's authority, you must notify the Financial Institution and arrange to change your password.

You are responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a Bill Payment. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service; even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

## **Amendment and Termination**

The Financial Institution has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law including electronically via online secure messaging, Online Banking, Farmers Bank Home page (<a href="https://www.farmersbankidaho.com">www.farmersbankidaho.com</a>), or email.

The Financial Institution has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf. The Financial Institution reserves the right to terminate your access to Bill Pay upon 45 days of no Bill Pay activity.

## **Electronic Mail (E-mail)**

Any e-mail communication is sent via your own software and, as a result, is not considered secure. Consequently, you should not include confidential information, such as account numbers and balances in any e-mail to Institution. You cannot use e-mail to initiate Online Financial Service transactions. All transactions must be initiated using appropriate functions within the Online Banking or Mobile Banking site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

## **Disclosure of Information**

Information submitted to Farmers Bank will not be disclosed to any party or business associate, except as permitted or required by law.

## Links to other Sites

Information that Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Institution's site. Institution makes no representations regarding any other web site that you may gain access to, from or through our site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

## **Virus Protection**

Institution is not responsible for any electronic virus that you may encounter using the Online Financial Services. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

## **Damages and Warranties**

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking, Mobile Banking, or the use of the Online Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software - (Including any software provided by Institution or one of its suppliers.)

In addition, Institution disclaims any responsibility for any electronic virus (es) Customer may encounter after installation of such software or use of Online Banking, Mobile Banking, or the Online Financial Services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication

lines, postal system or ACH network. Institution and its suppliers provide Online Banking, Mobile Banking, and the Online Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking, Mobile Banking, or the Online Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking, Mobile Banking, and/or the Online Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, Mobile Banking, the Online Financial Services, or contained in any third party sites linked to or from Institution's web site. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ONLINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

## Indemnification

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

## **Additional Remedies**

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

## **Termination and Changes in Terms**

Institution reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our web site.

## Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Idaho, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Twin Falls County, Idaho, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

#### Assignment

Institution may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

#### Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Institution.

### Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

### Waiver

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

### **Force Majeure**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

## Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

# **Mobile Capture Addendum**

**Service:** Mobile Capture allows customer to make deposits into eligible accounts by converting and depositing high quality check images using the Farmers Bank mobile app installed on the customer's device. The customer must be an authorized owner or signer of a Farmers Bank account that is eligible for Mobile Capture, and approved by us.

Mobile Capture Service is provided to bank customers at the sole discretion of Farmers Bank, and therefore, may not be available to all customers. We reserve the right to modify or terminate any and all features of Mobile Capture. The customer's continued usage of the services constitutes acceptance to these terms and any changes. The Farmers Bank app may experience changes and issues from time to time; which could result in interruptions in service, errors, or service delays. The Bank will have no liability for any such interruptions.

**Eligible Checks/Items:** You agree to scan and deposit only eligible checks/items ("items") via Mobile Capture. Acceptance of all items is at the sole discretion of Farmers Bank. By using the Mobile Capture Service, you authorize us to convert and deposit any check image that has been uploaded.

You agree not to scan or deposit any of the ineligible items listed below:

- Items made payable to a person/entity other than you, or you and another party;
- Items made payable to any person or entity that does not own the account the check is being deposited into;
- Items made payable jointly, unless both payees are account owners or signers;
- Items that have been altered in any way on the front of the check/item, or of which you should know or suspect to be unauthorized or fraudulent in any fashion;
- Items drawn on a financial institution outside of the United States;
- Items already submitted through this service or via a remote deposit channel at this or any other financial institution;
- Items already deposited at this institution or any other financial institution;
- Checks made payable in any currency other than US Dollars;
- Items dated more than 6 months prior to deposit date;
- Items on which a stop payment order has been issued:
- Items for which there are insufficient funds:
- Checks with any endorsement other than what is specified under this Addendum;
- Money Orders;
- Foreign Checks;
- Traveler's Checks;
- Insurance Drafts;
- Credit Card Cash Advance Checks;
- Substitute Checks;
- Savings Bonds;
- Government Bonds
- E-checks

Nothing in this addendum should be perceived as requiring Farmers Bank to accept any item for deposit, even if we have accepted said item on any previous occasion. Neither shall we be required to identify or reject any items you may scan and deposit that fail to meet the requirements of this addendum.

**Receipt of Items:** We reserve the right to reject any check/item transmitted using Mobile Capture at our discretion, without liability to you. We will not be held responsible for check/item images that we do not receive or that are lost or damaged in transmission. Any submission not showing a status of accepted cannot be considered a successful deposit.

**Availability of Funds:** You agree that all items transmitted using the Mobile Capture Service are not subject to the Funds Availability requirements of Federal Reserve Board Regulation CC. You also agree that these items are not subject to the dispute resolution process or requirements of the Electronic Funds Transfer Act or Regulation E. You accept and understand that all items submitted before the cut-off time will not be available until the following business day and that any items submitted after the cut-off time will not be considered submitted until the following business day. **The cut-off** 

time for received Mobile Deposits is 5:00 PM MST. However, it is recommended that customers submit their deposits prior to 4:30 PM MST to ensure reception and approval by the Bank prior to the 5:00 PM cutoff time. It is important to note that submission time is not the same as reception time.

**Disposal of Transmitted Items:** Upon item approval, you agree to retain the check for at least 90 days. After 90 days you agree to securely destroy the check by shredding the item, marking it "VOID", or by some other means of rendering it unusable. During the above stated retention period, you agree to provide it to us promptly if requested.

**Deposit Limits:** We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that are transmitted using the Mobile Capture Service. We also reserve the right to modify these limits from time to time as we see fit. If a deposit is attempted in excess of these limits, we may choose to reject the deposit. If we permit a deposit in excess of these limits, such a deposit will be subject to the terms of this addendum, and we will not be obligated to allow such a deposit at other times, unless otherwise determined by Farmers Bank.

**Image Quality**: You are responsible for the image quality of any item you transmit. The image of an item transmitted to Farmers Bank using the service must be legible. The image quality of the item must adhere to the standards of any clearing house we use, agreement we have with respect to the processing of items, or any higher standard set by us. You agree that Farmers Bank will not held liable for any damages resulting from a item's poor image quality, including (but not limited to) those related to rejection or the delayed or improper crediting of such an item, or from any inaccurate information you supply regarding the item.

Endorsements/Procedures: Before using the service, you agree to endorse any items submitted using the Mobile Capture Service by having the payee of the check sign in the endorsement area on the back of the check/item. It is strongly recommended by us that you also endorse any and all items as "For Mobile Deposit Only". You agree to follow any and all other procedures and instructions for use of the service as we may establish from time to time. You agree to supply any information in your possession that we request regarding an item deposited or attempted to be deposited through the service.

**Changes to the Service:** We reserve the right to terminate, modify, add or remove features from the service at any time at the sole discretion of the Bank. You may reject any changes made by choosing to discontinue use of the Mobile Capture Service or use of the mobile app entirely. Continued use of the service will constitute your agreement and acceptance of any such changes to the service.

TERMS.		7.1.12			 
Signature of Authorized Signer: _			Date:	 	 

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS