

# Mobile Deposit Terms and Conditions

## BANK OF MARIN TERMS AND CONDITIONS

Thank you for using the Bank's Mobile Deposit. In case of questions please contact customer service at [globalpaymentservices@bankofmarin.com](mailto:globalpaymentservices@bankofmarin.com) or 1.866.626.6004.

### Terms and Conditions

These services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

1. The Bank's Mobile Deposit Service allows you to make deposits of the electronic image of a check or Substitute Check (each an "Item") to your eligible accounts by capturing an electronic image of the Item with a capture device (such as a camera) on your Mobile Device and submitting images and associated information to the Bank for processing. Your use of Mobile Deposit Service is subject to all of the following provisions.
2. You agree:
  - a. to deposit only images that originated as paper checks;
  - b. not to deposit third party or electronic checks;
  - c. to properly endorse all Items, including **"For Mobile Deposit Only at Bank of Marin"** before depositing them;
  - d. not to deposit Items into your account unless you have authority to do so;
  - e. not to exceed any deposit limits the Bank establishes;
  - f. not to redeposit or otherwise transfer or negotiate any original Item after you submit the Item for deposit through Mobile Deposit Service;
  - g. to be solely responsible for the storage or destruction of all original Items you submit deposit through Mobile Deposit Service, as further provided below;
  - h. that the electronic image of the Item received by the Bank through Mobile Deposit Service will become the legal representation of the Item for all purposes;
  - i. that any image of an Item the Bank receives accurately and legibly represents all of the information on the front and back sides of the original Item as originally drawn; and
  - j. to promptly provide the Bank with written notice of any claim you receive regarding an Item you have deposited through Mobile Deposit Service.
13. The image of an Item transmitted using the Mobile Deposit Service must:
  - a. be legible and clear;
  - b. not be altered after its receipt by you, except for the placement thereon of your endorsement; and

- c. comply with industry requirements established and updated by the American National Standards Institute (“ANSI”), Federal Reserve Board and any other regulatory agency.
14. You authorize the Bank to convert Items to Image Replacement Documents (“IRDs”) or transmit them as an image. If the electronic files and/or images transmitted to the Bank with respect to any Item do not comply with the Bank’s, industry’s, ANSI’s, the Federal Reserve Bank’s or any other applicable regulatory agency requirements for content and/or format, the Bank may, in its sole discretion:
- a. further transmit the Item and data in the form received from you;
  - b. repair or attempt to repair the Item or data and then further transmit it;
  - c. process the Item as photocopies in lieu of originals; or
  - d. return the data and Item to you unprocessed and charge back your account.
15. The Bank may return or refuse to accept all or any part of a deposit to your Account using Mobile Deposit Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored.
16. Images of Items transmitted by you are not considered received by the Bank until you receive an electronic confirmation of the receipt of the deposit from the Bank. Receipt of such confirmation will not constitute confirmation that the transmission was error free or complete. If the Bank receives the image of an Item for deposit on or before 3:00 p.m. Pacific Time on a business day, the Bank will consider that day the day of deposit. If the Bank receives the image of an Item for deposit after 3:00 p.m. Pacific Time or on a non-business day, the Bank will consider the next business day as the day of deposit. You understand and agree that funds from Items deposited under the Bank’s Mobile Deposit Service are not subject to the Bank’s standard Funds Availability Policy applicable to your account; all deposits will be made available to you at times which may be later than those that would apply to an in person deposit of the same items, and, as with all of your deposits, will be subject to final collection by the Bank.
17. You are responsible for retaining each original Item in a safe and secure environment, and for ensuring that they are not deposited a second time. Forty five (45) days following your receipt of a confirmation from the Bank that an image of an Item has been received, you agree to mark the Item as “VOID” and properly dispose it, to further ensure it is not presented for deposit again. Upon the Bank’s request for any reason, you will promptly (but in any event within five (5) business days) provide the Bank with any retained original Item.
18. You agree to promptly review each account statement and notify the Bank of any errors. All deposits made through the Mobile Deposit Service will be deemed to be correct unless you notify the Bank of any errors to deposits made through the Service promptly after the applicable account statement is mailed or otherwise provided to you or as otherwise specified in your Online Banking Agreement. Any delay in reporting such errors may affect your right to have the error corrected.