

Mainstreet Community Bank of Florida

Mobile Deposit Terms & Conditions

MOBILE DEPOSIT AGREEMENT

This Mobile Deposit Agreement between you and MAINSTREET COMMUNITY BANK OF FLORIDA ("MCBF," "Bank," "we," or "us"), contains the terms and conditions governing your use of the mobile deposit service ("Mobile Deposit," "Mobile Deposit Service," or "service"). This agreement governs only Mobile Deposit and it should not be construed to apply to other services used by you through the Bank. In order to use Mobile Deposit, you must have a designated deposit account with the Bank linked to Mobile Deposit. The agreement between you and the Bank relating to that account (your "Deposit Account Agreement") is incorporated by reference into this Mobile Deposit Agreement.

1. Accepting this Agreement. By accepting this agreement when you first access the Mobile Deposit Service, you agree to the terms, conditions and provisions in this Agreement. From time to time, we may amend these terms and modify or cancel the Mobile Deposit Service we offer without notice, except as may be required by law. Your continued use of the Mobile Deposit Service will indicate your consent to be bound by the revised Mobile Deposit Agreement. Further, we reserve the right, at our sole discretion, to change, modify, add, or remove portions of the Mobile Deposit Service. Your continued use of the Mobile Deposit Service will indicate your acceptance of any such changes to the service.

2. Description of the Mobile Deposit Service. The Mobile Deposit Service allows you to use our mobile banking application together with a compatible and supported mobile device to (a) capture images of certain paper items, such as checks, subject to the terms of this Mobile Deposit Agreement; and (b) electronically transmit images of those items and other data to the Bank, or the Bank's designated processor, for deposit to your designated deposit account. There may be qualification and enrollment requirements for participation in the Mobile Deposit Agreement, and we reserve the right to change the qualification requirements at any time without prior notice.

3. Fees. Currently, there are no per item or other transaction fees for using the Mobile Deposit Service. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, change the fee for use of the Mobile Deposit Service.

4. Limitations of Service. You may experience technical or other difficulties when using the Mobile Deposit Service. We will attempt to post alerts on our website to notify you of known issues affecting the Mobile Deposit Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend, or discontinue the Mobile Deposit Service, in whole or in part, or your use of the service, in whole or in part, immediately and at any time without prior notice to you.

5. Mobile Device and Software. In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, a mobile device with an internet connection, a digital camera, and the ability to download and install an application (the "Mobile Software") in order to access and use the MCBF Mobile App, which includes the Mobile Deposit Service. It is solely your responsibility to download and install any Mobile Software and to maintain your mobile device. We have no responsibility to notify you of any changes to or new releases for any required Mobile Software. In addition to any other limitations

on our liability both within this Mobile Deposit Agreement or other agreement with us (including, but not limited to, your account agreement with the Bank), we shall have no liability for claims or damages arising from or related to your failure to download and install any required Mobile Software, either initially or in connection with any upgrade to the MCBF Mobile App or Mobile Deposit, or your failure to maintain your mobile device. Additionally, you are responsible for maintaining and using a mobile device which is free from viruses or other malicious code, and we will have no liability for claims or damages caused by viruses or malicious code on your mobile device.

6. Using the Mobile Deposit Service. In order to use the Mobile Deposit Service, you agree to: (a) follow our instructions for capturing and transmitting images of checks and other information to us; (b) view each check as it is scanned to ensure that the front and back of the check is captured properly; (c) if requested, provide us with the original checks that are not destroyed and still within your possession, or sufficient copies of the items, within five business days of our request (a "sufficient copy" of a check is a paper reproduction of an original that accurately represents all of the information on the front and back of the original check as of the time the image was transmitted to us by means of the Mobile Deposit Service); (d) not transfer, deposit, negotiate, or otherwise use any check (or a copy of any check) once we confirm its receipt by us through the Mobile Deposit Service; (e) safeguard the original check and any copies of it from access by others after it has been transmitted to us; and (f) not conduct any transactions that would violate the laws of any state or the United States.

7. Check Requirements. Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to scanning the original check, you will sign and restrictively endorse any item transmitted through the Mobile Deposit Service as "For Mobile Deposit Only" or as otherwise instructed by us. You agree to follow any other procedures and instructions for use of the service we may establish from time to time. The scanned image of the item transmitted to us using the Mobile Deposit Service must accurately and legibly provide, among other things, the following information: (a) your endorsement; (b) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and (c) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve System (the "Federal Reserve"), or any other banking agency, clearing house, or association. We may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee we can accept the image.

8. Limits for Deposits. We reserve the right to impose limits on the amount of deposited items and/or the number of items that you may transmit through the Mobile Deposit Service. The daily default limit for deposit accounts is set to \$3,500 and five items. The monthly default limit for deposit accounts is set to \$15,000 and 20 items. We may modify these limits from time to time, and if we permit you to exceed the limits we may cease doing so at any time without notice or cause.

9. Eligible Items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC (12 CFR part 229) ("Reg CC"), except for those checks that are Prohibited Items, as defined below. You agree that the image of the item transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code, which means an instrument or promise or order

to pay money handled by a bank for collection or payment. The term "item" does not include a payment for ACH or wire transfer.

10. Certain Items Not Permitted. You may use the Mobile Deposit Service only to deposit original items that are made payable to the name of the account holder or trust. You may not use the Mobile Deposit Service to deposit:

- Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited (even if endorsed over to you);
- Checks containing an alteration 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 is drawn;
- Checks payable jointly, unless deposited into an account in the name of all payees;
- Substitute checks (i.e., paper checks created from an electronic image) as defined by Reg. CC;
- Checks payable through Drafts, as defined by Reg. CC;
- Checks drawn on a foreign bank or payable in a foreign currency;
- Remotely created checks (i.e., checks lacking the original signature of the person authorizing the check) as defined by Reg. CC;
- Checks that are irregular in any way (e.g., where the numerical and written amounts are not the same);
- Checks that have previously been presented for payment, either in person or electronically;
- Checks that are not dated, are postdated, are not signed, or are more than 6 months old;
- Money Orders, Savings Bonds, and Traveler's Checks;
- Checks that exceed the deposit limits that we establish for the Mobile Deposit Service;
- Voided checks; or
- Checks that are otherwise not acceptable to MCBF under the terms of your designated MCBF deposit account.

Any of the items described above are referred to as "Prohibited Items" in this Mobile Deposit Agreement. Our processing of any Prohibited Item shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice. We may refuse any item for deposit, with or without cause, or may elect to take an item on a collection basis only. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. Please see your deposit account agreement for other terms related to deposits.

11. Your Representations. You represent and warrant the following with respect to each item that you transmit through the Mobile Deposit Service:

- You have the legal right to accept the check for deposit and negotiation, regardless of the name of the payee shown on the check.
- The images and information that you transmit accurately represent all of the information on the front and back of the original item, including (without limitation) all endorsements, at the time of transmission.
- You have not taken any action that would obscure, alter, or impair the capture or transmission of information on the front or back of the item or that otherwise may prevent us or another bank from capturing or processing such information.
- You make all warranties that would otherwise apply to the item if it had been a paper item deposited with us. For example, you warrant that the item has not been altered and that you have a right to enforce the item.
- You make all encoding, transfer, presentment, and other warranties that we or any correspondent bank we use are deemed to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearinghouse rule, or image exchange network rule or agreement to which we are a party.
- No item will be presented for deposit or payment more than once.
- The item is not a Prohibited Item.
- You will only use Mobile Deposit for lawful purposes and in compliance with the online instructions and applicable law.
- You will not submit files containing malicious code.

12. Availability of Funds. The Mobile Deposit Service can be utilized 24 hours a day, seven days a week, except when our system is unavailable due to needed maintenance or system outages. Deposit information captured, submitted and accepted on a business day prior to 7:00 pm EST will be considered for deposit on the same day. Deposit information captured, submitted and accepted after 7:00 pm EST, or on a Saturday, Sunday, or federal holiday, may be considered for deposit on the next business day. We will make funds available for checks and items received, accepted and successfully processed through the Mobile Deposit Service according to our standard funds availability policy. Provisional credit (memo post credit) will not be granted for deposits made through the Mobile Deposit Service. This means you will not be able to draw funds from deposits made through the Mobile Deposit Service until the deposit has been posted to your account. Deposits made through the Mobile Deposit Service are posted during our nightly processing. We are not responsible for the unavailability of the Mobile Deposit Service or any damages that may result from its unavailability. If the Mobile Deposit Service is not available for any reason or items cannot be processed by means of the service, you may deposit the items at any of our branches or by mail.

13. Receipt of Your Mobile Deposit. You agree that the Bank has no obligation to accept any item you submit using the Mobile Deposit Service (each, a "Mobile Deposit") and, therefore, may reject any Mobile Deposit submitted by you. We will have no liability to you if we reject a Mobile Deposit or if we fail to notify you of such rejection. After we have received a Mobile Deposit, we may examine the Mobile Deposit, together with other information contained therein, to ensure that you have complied with this Mobile Deposit Agreement. If we determine that errors exist in the Mobile Deposit or in other information contained in the Mobile Deposit, we may, in our sole discretion, reject the Mobile Deposit.

We may, at our option, also perform a risk management analysis of one or more of your Mobile Deposits to detect potentially fraudulent checks, and, in our sole discretion, we may reject any such Mobile Deposit. After we have examined a Mobile Deposit and determined that you have complied with this Mobile Deposit Agreement, we will accept the Mobile Deposit for deposit to your deposit account. The credit we make to your deposit account shall be provisional, and you will remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against us.

14. Disposal of Transmitted Items. Upon your receipt of a confirmation from us that we have received an image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" to ensure that it is not presented again for payment. You agree to securely store each original check that you deposit using the Mobile Deposit Service for at least 14 days after transmission to us. After 14 days, you agree to destroy the original check. You understand that you are responsible for any loss caused by your failure to secure the retained check. You agree never to represent the check after it is submitted through the Mobile Deposit Service. During the time the retained check is available, you agree to promptly provide it to us upon request.

15. Charges for the Mobile Deposit Service. You are solely responsible for the costs of any communication lines and data processing charges payable to your mobile device service provider or other third parties.

16. Disclaimer of Warranties. YOU AGREE YOUR USE OF THE MOBILE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE DEPOSIT SERVICE (a) WILL MEET YOUR REQUIREMENTS, (b) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE MOBILE DEPOSIT SERVICE WILL BE ACCURATE OR RELIABLE, AND/OR (d) ANY ERRORS IN THE MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.

17. Limitation of Liability. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE MOBILE DEPOSIT SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE MOBILE DEPOSIT SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

18. Indemnification. You will indemnify, defend, and hold us and our vendors harmless against any and all actions, proceedings, liabilities, losses, costs (including attorneys' fees), penalties, fines, and claims, including (without limitation) warranty claims, that result from or arise in connection with: (a) our acceptance or processing of items in accordance with the Mobile Deposit Agreement; (b) your actions or omissions, including your breach of any representation or failure to comply with the Mobile Deposit Agreement; (c) any modifications or changes you make to the Mobile Software without our written consent; (d) any misuse of the Mobile Software or Mobile Hardware by you; (e) your failure to comply with applicable state and federal laws and regulations; (f) actions by third parties, such as the introduction of a virus, that delay, alter, or corrupt the transmission of item images or information to us;

or (g) any claim by a recipient of a Substitute Check (corresponding to an item processed through the Mobile Deposit Service), that the recipient incurred a loss due to (1) the receipt of a Substitute Check instead of the original item, or (2) multiple payments with respect to the same original item, based on any combination of the original item, the Substitute Check, and/or any paper or electronic copy of either.

19. Notices. You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of your User Id or Password; or (d) other problems related to the Mobile Deposit Service. We may provide notices to you at your account address, electronically via the Mobile Deposit Service, or at the email address we show in our records. The email address you use for the Mobile Deposit Service must be current. To change your email address on file, log in to your online banking account at www.mainstreetcbf.com or contact us for assistance.

20. Ownership and License. You agree that we retain all ownership and proprietary rights in the Mobile Deposit Service, associated content, technology, and website. Without limiting the effect of the foregoing, any breach of the Mobile Deposit Agreement immediately terminates your right to use the Mobile Deposit Service. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit Service (a) in any anti-competitive manner, (b) for any purpose which would be contrary to our business interest, or (c) to actual or potential economic disadvantage in any aspect to us. 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.

21. Termination or Suspension of Service. We may terminate your use of the Mobile Deposit Service at any time, with or without cause. We may suspend or terminate the Mobile Deposit Service, which may include suspension or termination of your access to the Mobile Banking Services, without prior notice to you if: you breach any agreement with us; we believe there has been or may be a breach in the security of the Mobile Deposit Service or unauthorized activity involving your account; or we are uncertain regarding the authorization, completeness, or accuracy of information sent to us. Any termination will not affect obligations arising prior to termination, such as the obligation to process checks transmitted to us prior to the termination date or your obligation to indemnify us.