

CACHE VALLEY BANK

Remote Deposit Capture User Agreement (“Agreement”):

This Agreement contains the terms and conditions for the use of Cache Valley Bank Mobile Deposit and/or other remote deposit capture services that Cache Valley Bank (“CVB”, “bank”, “us,” or “we”) may provide to the customer of Cache Valley Bank (“you”, “your”, or “User”). Other agreements you have entered into with CVB, including the Depository Agreement and Disclosures governing your CVB account and CVB’s Online Banking Agreement and Disclosure, are incorporated by reference and made a part of this Agreement.

- 1. Services.** The remote deposit capture services (“Services”) are designed to allow you to make deposits to your CVB checking accounts from home or other remote locations by delivering check images and associated deposit information to CVB or CVB’s designated processor through CVB’s Online Banking service.
- 2. Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. You agree to notify us immediately if you change your e-mail address. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, CVB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- 3. Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
- 4. Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to CVB shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Utah. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:
 - a. Checks or items payable to any person or entity other than you.
 - b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
 - c. Checks or items containing obvious alteration to any of the fields 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.
 - d. Checks or items previously converted to a substitute check, as defined in Reg CC.
 - e. Checks or items drawn on a financial institution located outside the United States.
 - f. Checks or items that are remotely created checks, as defined in Reg CC.
 - g. Checks or items not payable in United States currency.
 - h. Checks or items dated more than 6 months prior to the date of deposit.
 - i. Checks or items prohibited by CVB’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your CVB account.

- j. Any item that is stamped with a “non-negotiable” watermark.
 - k. Checks that are incomplete.
 - l. Third-party checks.
 - m. Savings bonds.
- 5. Accountholder’s Warranties.** You make the following warranties and representations with respect to each image of an original check you transmit to CVB utilizing the Services:
- a. Each image of a check transmitted to CVB is a true and accurate rendition of the front and back of the original check, without any alteration, and the issuer of the check has no defense against payment of the check.
 - b. Each image accurately and legibly provides all necessary information on the front and back of the check. CVB reserves the right to reject any check image that is not clear, is skewed, or is suspicious in any manner.
 - c. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
 - d. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, and return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item already paid.
 - e. Other than the digital image of an original check that you remotely deposit through CVB’s Services, there are no other duplicate images of the original check.
 - f. Files and images transmitted to CVB will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
 - g. You are not engaged in, or affiliated with, any businesses, products, or methods of selling other than those disclosed by you to CVB. You are not in the business of cashing checks.
- 6. Image Quality.** The image of an item transmitted to CVB using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- 7. Business Day and Availability Disclosure.** Generally, the cut-off time for mobile deposit processing is 5:00 p.m. Mountain Time. The cut-off time may be adjusted as needed (i.e. holiday hours). You understand that deposits must be received by CVB by the cut-off time for processing on that business day. Any deposits made after the cut-off time will be processed on the following business day. Deposits are not processed on non-business days (i.e. Saturdays, Sundays, and legal holidays).
- 8. Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as instructed by CVB. You agree to follow any and all other procedures and instructions for use of the Services as CVB may establish from time to time.
- 9. Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from CVB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
- 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. Funds deposited using

the Services will be available after CVB receives payment for the funds submitted. CVB may make such funds available sooner based on such factors as CVB, in its sole discretion, deems relevant.

- 11. Collection of Funds.** You are personally liable for any expenses CVB incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by you. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs, and attorney's fees as applicable, as well as any and all costs associated with CVB enforcing this agreement.
- 12. Rejection of Deposit.** CVB is not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees due to an item being returned.
- 13. Compliance with Law, Rules and Regulations.** You agree to comply with all existing and future operating procedures used by CVB for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, and any other clearinghouse or other organization in which CVB is a member or to which rules CVB has agreed to be bound. The Rules are incorporated herein by reference. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. You also agree that you will not engage in any activity directly or indirectly related to the use of the product or service that is illegal or fraudulent.
- 14. Disposal of Transmitted Items.** Upon your receipt of a confirmation from CVB that we have received the image of an item and you have verified that funds have been credited to your account, you agree to securely store the item for 60 days. You agree that you will not redeposit the item after receiving credit for the item in your CVB account. After 60 days, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to CVB as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for CVB's audit purposes.
- 15. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.
- 16. Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by CVB from time to time. CVB is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
- 17. Errors.** You agree to notify CVB of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable CVB account statement is sent. Unless you notify CVB within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim

against CVB for such alleged error.

- 18. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in CVB's sole discretion subject to the Depository Agreement and Disclosures governing your account.
- 19. Unavailability of Services.** You understand and agree that the Services may at times be temporarily unavailable. In the event that the services are unavailable, you acknowledge that you can deposit an original check at one of CVB's branch locations.
- 20. Internal Controls and Audit.** You understand and agree to adhere to the internal controls as described in this agreement. You also agree to comply with the audit requirements prescribed by CVB.
- 21. Ownership & License.** You agree that CVB retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to CVB's business interest, or (iii) to CVB's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not modify, change, alter, translate, 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 Services. You may not interfere, or attempt to interfere, with the technology or Services.
- 22. Accountholder's Indemnification Obligation.** You indemnify CVB and hold CVB harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this requirement shall survive the termination of this Agreement.
- 23. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES 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 SERVICES, 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 SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
- 24. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CVB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY CVB EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR SERVICE TO BE PERFORMED PURSUANT HERETO.

CVB MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT. CVB SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN, OR MALFUNCTIONS OF, YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET-DELIVERED SERVICES, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION.

25. User warranties and indemnification. You warrant to CVB that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to CVB is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You agree to indemnify and hold harmless CVB from any loss for breach of this warranty provision.

26. Termination of the Services. You may, by written request, terminate the Services provided for in this Disclosure and Agreement. At CVB's sole discretion, CVB may revoke your privilege of using the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your account.

27. Other terms. You may not assign this Agreement. This Agreement is entered into in Utah, and shall be governed by the laws of the State of Utah. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.