



The Hicksville Bank
"Your Hometown Bank"

Terms and Conditions for the Mobile Deposit Service:

Your use of the Mobile Deposit service constitutes your agreement to the terms and conditions of this entire Mobile Banking agreement in addition to the terms and conditions of the Online Banking Agreement. The Hicksville Bank (THB) may change its agreements from time to time and will notify you of changes on our website. Your continued use of the services will indicate your consent to any agreement changes.

What is Mobile Deposit?

Through a designated downloadable application, Mobile Deposit uses a smartphone camera to take a picture of the front and back of a check and submit the image electronically to your financial institution (FI) for processing, clearing, settlement, and posting. When capturing the image, visual brackets provide a guide for centering the check. Each check image is analyzed for quality upon submission; if the image does not pass, the customer is immediately notified and they can re-capture the check image. Customers can cancel the transaction at any time during the mobile deposit capture process. However, once the transaction has been submitted by the FI to the processor, it cannot be canceled.

- 1. Features.** Mobile Deposit allows you to deposit one eligible check at a time into your Hicksville Bank (HB) checking or savings accounts with your mobile device camera using The Hicksville Bank Mobile Application. To use Mobile Deposit, you must be a HB deposit account holder enrolled in Online & Mobile Banking and use an eligible access device (iPhone or Android phone). THB does not guarantee the compatibility of all device models.
- 2. Fees.** No fee.
- 3. Types of Checks Eligible/Ineligible.** You agree to only capture and transmit eligible checks using this service. The following are considered as ineligible checks for Mobile Deposit:
 - Checks payable to any person or entity other than you.
 - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
 - Checks payable jointly, unless deposited into an account in the name of all payees.
 - Checks with any endorsement other than specified in this agreement.
 - Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
 - Checks drawn on a financial institution located outside of the United States.
 - Checks not payable in United States currency.
 - Checks dated more than six months prior to the date of deposit.
 - Checks that are not in original form with an original signature, such as substitute checks or remotely created checks.
 - Checks that have previously been transmitted through Mobile Deposit or through a remote deposit service offered at any other financial institution.
 - Traveler's Checks

All checks are subject to verification by The Hicksville Bank (THB). THB reserves the right to reject, at our discretion and for any reason, any check transmitted through Mobile Deposit without any liability to you. THB will not notify you if a deposit is rejected. You are responsible for monitoring the Deposit History screen within Mobile Banking for the status of any mobile deposits which you make. A "failed" status indicates when a deposit is rejected. In most cases, you will need to deposit the check using other means, such as visiting one of our branch locations. If you have any questions or concerns regarding the status of a Mobile Deposit, please contact your local branch.

- 4. Endorsement Requirements.** You agree to restrictively endorse any check transmitted through Mobile Deposit with each payee(s) signature as written on the front of the check and "For Deposit Only". THB reserves the right to reject all items that are not endorsed as specified.
- 5. Deposit Limits.** THB may establish limits (per deposit &/or daily limits) for Mobile Deposits. The limits may change at our discretion. Please refer to the Mobile Banking section of the Hicksville Bank's website (www.the.bank) for the current limits.
- 6. Cut off Times for Deposits.** The daily cut-off time for Mobile Deposits is 5:00 PM EST Monday-Thursday and 5:30 PM EST Friday. Business days are Monday through Friday, excluding Federal holidays. Any deposit made after the daily cut-off time will be considered deposited on the next business day. The daily cut-off time may change at our discretion. Any changes to the cut-off time will be reflected in the Mobile Banking section of the Hicksville Bank's website (www.the.bank).
- 7. Deposit Receipt.** THB is not responsible for deposits that we do not receive or for processing and/or transmission errors that may occur and impact transaction completion after we acknowledge receipt of the deposit.
- 8. Availability of Funds Deposited.** Funds successfully processed through Mobile Deposit will generally be available for withdrawal on the first business day after the day of your deposit. THB reserves the right to apply additional delays on the availability of funds based on any other factors determined by THB in its sole discretion. All Mobile Deposits are subject to verification by THB and may be rejected or returned by THB for any reason without liability to you even if these actions cause outstanding checks or other debits to your account to be dishonored or returned. Successful processing of a check could be delayed due to THB's review and verification procedures.
- 9. Image Quality.** The front and back images of a check transmitted to THB must be clearly legible as determined at the sole discretion of THB. Any items with poor image quality could delay the deposit and/or require you to deposit the check using other methods. You agree not to hold THB liable for any damages resulting from the delay or rejection of checks transmitted with poor image quality.
- 10. Destruction of Original Checks.** Once you have successfully deposited a check through Mobile Deposit, you should mark the back of the check with the deposit date and store the check in a secure location for 30 days. After 30 days and you have confirmed the deposited funds have been applied to your account correctly, you agree to destroy the check by shredding it or by using other destruction means. You will be liable for checks that are presented and/or deposited more than once.
- 11. Errors.** You must notify us of any errors, or suspected errors, related to items deposited through Mobile Deposit as soon as possible after they occur, and in no event later than 60 days after the related account statement was sent. You can contact us by calling 1-800-334-1862 or by visiting one of our branches. Unless you notify us within 60 days, the account statement containing the deposit(s) made through Mobile Deposit is deemed correct, and you cannot bring a claim against THB for any alleged errors.
- 12. Limitations of Service.** When using Mobile Deposit, you may experience technical or other difficulties that are outside the control of The Hicksville Bank (THB). Additionally, there may be times when Mobile Deposit is not available. THB is not responsible for any damages that you may incur as a result of any difficulties or unavailability of this service.
- 13. Changes or Removal of Service.** THB reserves the right to terminate, modify, add and/or remove features from the Mobile Deposit service at any time in its sole discretion without notice. You can reject changes by discontinuing using the service. Your continued use of Mobile Deposit constitutes your acceptance of and agreement to any such changes. THB may turn off the service to you if fraud is suspected, if you misuse the service, have excessive overdrafts or returned deposited items or for other reasons in our sole discretion.

14. Cooperation with Investigations. You agree to cooperate with THB in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

15. User Warranties & Indemnification. You warrant to The Hicksville Bank (THB) that:

- You will only transmit eligible checks that you are entitled to and which are properly endorsed.
- You will not transmit an image of the same check to THB more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check with any other party.
- You will not deposit or re-present the original check.
- All information you provide to THB is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless THB from any loss for breach of this warranty provision or the terms of this Agreement.

16. Security of Your Mobile Device. You are responsible for (i) maintaining the confidentiality and security of your Mobile Device and any login and/or account information used by you to access Mobile Deposit, and (ii) preventing unauthorized access to or use of any information you store, transmit or use for Mobile Deposit. You agree not to supply your security information to anyone and to notify THB immediately if you become aware of any loss, theft or unauthorized use of any security information or your Mobile Device. THB reserves the right to deny you access to Mobile Banking and/or Mobile Deposit if it believes that any loss, theft or unauthorized use of your security information has occurred.

17. Disclaimer of Warranties. Mobile Deposit is provided by The Hicksville Bank “as-is” and on an “as available” basis and you agree your use of the service and all information and content is at your own risk. We disclaim all warranties of any kind as to the use of the service, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose. The Hicksville Bank makes no warranties that the Mobile Deposit Service (i) will be uninterrupted, timely, secure, or error free, (ii) that the results that are obtained from the service will be accurate or reliable, and (iii) that any errors in the service or technology will be corrected.