



Read and accept the State Bank Mobile Deposit Agreement.

Consider printing a copy for your records. To view a printable version of this document, please log on to Internet Banking from your personal computer and navigate to Mobile Deposit.

STATE BANK MOBILE DEPOSIT AGREEMENT

This Agreement contains the terms and conditions for using State Bank Mobile Deposit that State Bank (“we” or “us”) may provide to you (“you” or “your”). The **Internet Banking and Bill Payment Access User Agreement**, the **Mobile Banking Terms & Conditions**, and the **Rules & Regulations Applicable to all State Bank Accounts and Cards (“Rules and Regulations”)**, also apply to transactions made using Mobile Deposit.

By using Mobile Deposit, you acknowledge and accept this Agreement.

1. **Features and Services.** State Bank Mobile Deposit allows you to deposit money into a personal checking, savings or money market account with your mobile device camera using the State Bank Mobile Application or “Mobile App”. To use Mobile Deposit, you must be enrolled in Online Banking, download the State Bank Mobile Banking app and use an eligible access device.
2. **Fees.** None.
3. **Eligible/Ineligible Items.** You agree to scan and deposit only eligible checks using Mobile Deposit. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:
 - 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 dated more than 6 months prior to the date of deposit, or postdated checks.
 - Checks with any endorsement on the back other than that specified in this agreement.
 - Checks that have previously been deposited, submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution.
 - 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.
 - Any checks that are not in original form with a signature, such as substitute checks or remotely created checks.
 - Checks written off an account at a financial institution located outside the United States.
 - Checks not payable in United States currency.

Note that any check that you attempt to deposit using Mobile Deposit is subject to verification by State Bank. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting a State Bank banking center.

4. **Receipt.** We are not responsible for items that we do not receive. Processing and/or transmission errors can occur after we acknowledge receipt that may impact transaction completion.
5. **Cut off Times for Deposits.** Deposits made via Mobile Deposit must be made before 2:30 PM Eastern Standard Time in order to be considered deposited the same day. Deposits made after 2:30 PM Eastern Standard Time will be considered deposited the next business day. A business day is Monday through Friday, excluding Federal holidays.
6. **Availability of Funds Deposited.** Once deposited, subject to the cut off time described above, the total of your deposits will be available on the next business day.
7. **Destruction of Original Check.** Once you have deposited the check successfully, you should store the check in a secure location for 30 days. After 30 days, and after you have confirmed the deposited funds have been applied to your account correctly, you must destroy the check. Shredding it is one way to destroy it. Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.
8. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$1,000 per business day.
9. **Image Quality.** The image of an item transmitted to State Bank must be legible, as determined in the sole discretion of State Bank.
10. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through Mobile Deposit with the payee(s) signature and "For mobile deposit only", or as otherwise instructed by State Bank. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit the State Bank may establish from time to time.
11. **Changes/Removal of Service.** We may, in our sole discretion, modify, add or remove portions of the service or end the service at any time without notice. We may turn off the service to you if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts or returned items or for other reasons in our sole discretion.
12. **Limitations.** When using Mobile Deposit, you may experience difficulties that are outside the control of State Bank or there may be times when Mobile Deposit is not available. We are not responsible for any difficulties or any damages that you may incur as a result of these difficulties or unavailability.
13. **Compatible Hardware and Software.** In order to use Mobile Deposit, you must use, at your expense, compatible hardware and software. We are not responsible for any third party software you may need to use Mobile Deposit. 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. We may change requirements at any time without prior notice.

14. **User Warranties and Indemnification.** You warrant to State Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to State Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless State Bank from any loss for breach of this warranty provision.

15. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

16. **Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

17. **Errors.** You must notify us of any errors (or suspected errors) related to the items deposited through Mobile Deposit as soon as possible after they occur, and in no event later than 30 days after the related State Bank account statement is sent. You can contact us by calling 1-877-867-4218 or by visiting a banking center. Unless you notify us within 30 days, the account statement containing the deposits made through Mobile Deposit is deemed correct, and you cannot bring a claim against us for any alleged errors.