

Remote Deposit Capture Terms and Conditions

PLEASE READ BEFORE AGREEING
Pay Special Attention to Highlighted Text

By enrolling in The Henry County Bank's *Remote Deposit Capture Service ("RDC")*, you agree to the addition of the following to the Terms and Conditions for Online Banking and Mobile Banking, as well as the Terms and Conditions for Personal Accounts or Terms and Conditions for Business Accounts (in any case, the "Terms") governing your Accounts. Please read these additional rules carefully and retain them for your records. We have the right to change the Terms at any time. When changes have been made, you will be prompted to accept the new Terms before continued access will be permitted.

Remote Deposit Capture

RDC is a supplemental service to Mobile Banking which allows you to make deposits to your checking and savings accounts using your camera-enabled mobile device. Through your mobile device, you will be able to capture check images and transmit those images along with associated deposit information to the Bank for deposit.

Equipment

You are responsible for maintaining a camera-enabled mobile device (smartphone, tablet, etc.) with a supported operating system and mobile carrier data plan or high speed wireless internet connection. You are also required to download the Bank's mobile application "HCB Mobile" and be enrolled in the Mobile Banking Service.

Eligibility Requirements

RDC is available to The Henry County Bank customers that meet the following criteria:

- Customer must be enrolled in Online Banking and Mobile Banking services
- Customer must have opened accounts for a minimum of 30 days
- Account(s) must be in good standing. Criteria for good standing:
 - Account(s) must not have more than two overdrafts within the last 90 days
 - Account(s) must not have charged back deposits in the last 180 days
 - Customer cannot have any accounts in a charge-off status.

To remain eligible for RDC, you must maintain the above eligibility requirements.

Eligible Items

You may deposit only checks as that term is defined in Federal Reserve Regulation CC. The image of the check transmitted shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You may deposit checks made payable to you or your joint account holder(s) and endorsed by you or your joint account holder(s).

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. Our current default limits are:

Daily: 5 items not to exceed \$2500
Monthly: 10 items not to exceed \$5000

*Higher limits may be considered on a case-by-case basis.

Unacceptable Deposits

The bank may reject and will not be held liable for damages of any deposit received which includes any of the ineligible items listed below, or that we, at our sole discretion, determine to be ineligible for RDC.

1. Checks payable to any other person or entity other than you, unless joint account holder(s).
2. Checks drawn on your account either with us or other institution.
3. Checks containing evidence of alteration to the information on the check.
4. Checks previously converted to a substitute check, as defined in Reg CC.
5. Checks that are remotely created checks, as defined by Reg CC.
6. Checks drawn on a financial institution located outside the United States.
7. Checks not payable in United States currency.
8. Checks dated more than 6 months prior to the date of deposit unless stated otherwise on the item.
9. Items stamped with a “non-negotiable” watermark.
10. Checks or items that are incomplete.
11. Checks that have been previously returned or re-deposited items.
12. Checks or items drawn or otherwise issued by the United States Treasury Department.
13. Third party checks, defined as an item that is payable to another party and subsequently endorsed to you by such party.
14. Travelers Checks.
15. Personal Money Orders.
16. Savings Bonds.

Image Quality

The image quality for items must meet the standards for image quality established by the American Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association. The bank reserves the right to reject any check image that is not clear, skewed, or that is suspicious in any manner.

Endorsements

Any item transmitted through RDC must be signed and restrictively endorsed as follows, “For Mobile Deposit Only” or as otherwise instructed by the bank. You agree to follow any and all other procedures and instructions for use of RDC as the bank may establish from time to time.

Receipt of Items

Receipt of an item does not occur until you have been notified by the bank that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. We reserve the right to reject any item transmitted through RDC, 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. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.

Business Day and Service Availability

RDC is available Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time, except during holidays, any other day we are not open for business, or such other hours as established by the bank. Transmissions processed after these business hours on a business day, or any other day that is not a business day, are treated as occurring on the next business day.

Availability of Funds

Items submitted using RDC are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds from deposits made via RDC generally will be available for withdrawal by the next business day after the day of deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us at our sole discretion.

Item Storage and Disposal

After transmission, the original item must be securely stored for 14 days and made available to the bank upon request. Promptly after the 14-day retention period, the item should be destroyed in a manner that ensures the item cannot be represented. You are responsible for any loss caused by your failure to secure or destroy the original checks.

Adding and Removing Accounts

If at any time you wish to add or remove an account, you may notify us at 419-592-1430 or email us at info@thehenrycountybank.com. The Bank will approve account additions based on eligibility requirements.

Deposit History

The last five days of RDC deposit history, including check images, will be available through the Deposit option within the mobile application. Additionally, record of your deposit will be included in your account activity and on your account statement.

Fees

RDC is available at no charge. This may be amended from time to time in accordance with the Terms. All other fees applicable to your accounts remain in effect.

Termination

We may terminate, at any time, your access to NetTeller, and therefore RDC, in whole or in part, for any reason without prior notice. Your access will be terminated automatically if all your accounts accessed through NetTeller are closed or if your NetTeller has been dormant for a period of three (3) months.

Limitations of Liability

The bank is only responsible for performing the service as expressly stated in these Terms. You agree that the bank and any third party service providers will not be liable for any direct, indirect, incidental, punitive, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, data or other losses from the use or inability to use the service incurred by you or any third party regardless of the form of action or claim (whether contract, tort strict liability or otherwise) even if the bank had been advised of the possibility of such damages, except as may be required by law.

Compliance with Laws, Rules, and Regulations

You agree to comply with all existing and future operating procedures used by The Henry County Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, and guidelines affecting checks and drafts. 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.

Warranties

RDC is provided "As Is". There is no guarantee that access to the service will be available at all times, and we shall not be liable if you are unable to access the service. Except as prohibited by law, the bank and our third party service providers disclaim any express or implied warranties concerning use of the service, including, but not limited to, any warranties of merchantability, fitness for a particular purpose and non-infringement of any parties' proprietary rights.

You represent and warrant that your failure to protect your mobile devices and security credentials may allow an unauthorized party to access the service and transmit electronic items for deposit. All uses of the service through your security credentials will be deemed uses authorized by you and binding upon you. You assume the entire risk for the fraudulent or unauthorized use of your security credentials. You agree to notify the bank immediately if you become aware of any loss or theft of, or any unauthorized use of the service or your security credentials.