

# City National Bank & Trust Business Mobile Check Deposit Agreement

This City National Bank & Trust Business Mobile Check Deposit Agreement (Agreement) sets forth the terms and conditions of the Business Mobile Check Deposit services that City National Bank & Trust Company of Lawton, Oklahoma makes available to its customers.

**The terms and conditions of this Agreement are in addition to all other agreements, documents and disclosures that relate to your accounts at City National Bank, including but not limited to the CityNET Business Online Banking Agreement, and any other agreements, including the Business Deposit Accounts Brochure, Disclosure Booklet and the account opening documents for your account, and any subsequent amendments and updates, all of which make up the contract between you and City National Bank that governs your account.**

By applying for Business Mobile Check Deposit, accessing your account and engaging in Online Financial Services you agree to be bound by the terms of the most recent version of the Business Mobile Check Deposit Agreement and CityNET Agreement. Your continued use of Business Mobile Check Deposit will be additional evidence of your agreement to these terms. The most recent version of the CityNET Agreement is available to you at: <https://www.cnb1901.com/html/citynet/citynet-agreement.html>. You may receive a copy of either agreement by calling Customer Service during our business hours at 1-866-385-3444, writing us at PO Box 2009, Lawton OK 73502-2009, or visiting any CNB branch. Our Customer Service business hours are: Monday through Friday, 8:00 AM to 7:00 PM, and Saturday, 9:00 AM to 4:00 PM, excluding federal holidays.

## TERMS AND DEFINITIONS

- City National Bank & Trust Company of Lawton, Oklahoma, is referred to throughout as “City National Bank”, “CNB”, the “Bank”, “Us” and “We”.
- “Account” or “Accounts” shall mean your CNB checking, savings, loan or certificate of deposit accounts and other CNB products that can be accessed using CityNET online services.
- “You”, “your”, “yours”, and “Company” refers to the account holder(s) and authorized signer(s) of an account, any person that is authorized to access account information, including any person using the CityNET online banking username and password provided to the account holder, and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account.
- “CityNET” or “Service” refers to the personal banking online services that City National Bank makes available to its customers, including Internet banking, Bill Pay, Mobile Check Deposit and other mobile banking and text banking services.
- “Disclosure Booklet” refers to the Deposit Account Agreement and Disclosure Booklet.
- “Online Financial Services” refers to any online or mobile financial service provided through CityNET to you, either on a computer through a traditional Internet connection or on a Mobile Device. These Online Financial Services include: Internet banking, mobile banking, and text banking services, eStatements and Business Mobile Check Deposits.
- “Access Device” means any electronic device you use to access Online Financial Services or to view electronic documents, including but not limited to a traditional computer such as a desktop or laptop, or a mobile device like a tablet computer or a smartphone.
- “Mobile Device” means a supportable mobile device (example: a cellular phone or other mobile device) that is Web-enabled and allows secure SSL traffic which is also capable of sending and receiving text messages.
- “Business Mobile Check Deposit” refers to the service of depositing a check via your mobile application by taking a photo of the check with your Mobile Device. This may also be referred to as mobile remote deposit capture or “BmCD”.

**Please carefully read this Business Mobile Check Deposit Agreement, CityNET Online Banking Agreement, Business Deposit Accounts Brochure, and the account opening documents for your account. These documents tell you your rights and obligations for your account and other products and services. You should keep these documents, including any subsequent amendments and updates, for future reference regarding your account and other products and services.**

## **BUSINESS MOBILE CHECK DEPOSIT SERVICES AGREEMENT**

This Agreement contains important terms and conditions which govern the Business Mobile Check Deposit Service. Other agreements you have entered into with City National Bank and disclosures governing your City National Bank account(s) are incorporated by reference and made a part of this Agreement. You understand and agree that by using the Business Mobile Check Deposit Services, you are accepting the terms and conditions of this Business Mobile Check Deposit Agreement and that your use of your CityNET Username and Password will be considered the same as your written signature in authorizing us to complete any transaction or request communicated to us.

**This Agreement is revised periodically, and it may include changes from earlier versions. This Agreement must be reviewed in conjunction with the Business Deposit Account Brochure, the CityNET Business Banking Online Agreement, the Disclosure Booklet and all of your account opening documents for a complete discussion of all of the terms and conditions applicable to this Agreement, your account and your use of CityNET Online Financial Services.**

### **ACCEPTANCE OF TERMS**

Your use of Business Mobile Check Deposit constitutes your acceptance of the terms of this Agreement. This Agreement is subject to change from time to time. We will send all notifications of a material change by mail or secure email. Your continued use of the service after such notification will indicate your acceptance of the revised Agreement. Further, CNB reserves the right, in its sole discretion, to change, modify, add or remove features or functions of the Business Mobile Check Deposit Service. Your continued use of the Business Mobile Check Deposit (BmCD) Service will indicate your acceptance of any such changes.

We reserve the right to change, suspend or discontinue the service, in whole or in part, or your use of the Business Mobile Check Deposit Service, in whole or in part, immediately and at any time without prior notice to you. We may elect to discontinue Business Mobile Check Deposit at any time. We may deny you access to Business Mobile Check Deposit for inactivity if you do not make use of the service for an extended period of time. If we choose to discontinue the service, we will make reasonable efforts to provide you with the reasonable advance notice.

### **LIMITATIONS OF SERVICE**

We do not guarantee functionality of the service on all wireless communication devices. When using the Business Mobile Check Deposit service, you may experience technical or other difficulties. We are not responsible for items we do not receive or for images that are dropped during transmission. We cannot assume responsibility for any technical or other difficulties or any inconvenience or losses you may experience as a result of technical or other difficulties.

### **APPLICATION, ELIGIBILITY AND DEPOSIT LIMITATIONS**

By applying for the BmCD Service, you agree to allow CNB to evaluate your account for eligibility. To be eligible for CNB's BmCD Service, you must be a current CityNET Online Banking customer with at least one open and active business deposit account. City National Bank reserves the right to change the qualification requirements at any time without prior notice.

Upon approval, certain limits on dollar amounts and/or limits on the number of items per business day you may deposit may be established for you by us ("deposit limits"). You may scan and submit check images for deposit to your City National Bank deposit account within these deposit limits. These deposit limits will be communicated to you at the time you are approved for the BmCD Service. From time to time, we may establish or change limits on the dollar amount and/or number of items you may deposit using Business Mobile Check Deposit during specified time periods. If you attempt to initiate a deposit using the Business Mobile Check Deposit Service in excess of these limits, we will review your deposit prior to posting. If we permit you to make a deposit in excess of these limits, our acceptance of such deposit will be subject to the terms of this Agreement and we will not be obligated to allow a deposit in excess of applicable limits at any other time.

### **FEES AND CHARGES**

The Bank offers the benefits and convenience of the Business Mobile Check Deposit Services to you for a fee of \$10.00 per month. The Bank reserves the right to change this fee for services in the future. The charge will come out of the account you designate.

### **HARDWARE AND SOFTWARE REQUIREMENTS**

In order to use Business Mobile Check Deposit Services, you must obtain and maintain, at your own expense, compatible hardware and software as specified by CNB from time to time. You are responsible for providing your own hardware and software to access the service. You are also responsible for the charges of any wireless network or internet service provider you may utilize in accessing the service.

The Bank is not responsible for any third party software you may need to use the BmCD Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the BmCD Service. You must install and test your Mobile Device, your system, and any other required

hardware and software before you make your first deposit through the BmCD Service. You accept any such software “as is” and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation.

#### **ELIGIBLE CHECKS AND ITEMS**

In using Business Mobile Check Deposit, you agree to scan and remotely deposit into a deposit account only checks, as that term is defined in Federal Reserve Board Regulation CC (“Reg CC”). When the image of the check transmitted to CNB is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Oklahoma.

You agree that you will NOT use Business Mobile Check Deposit to electronically present to CNB for deposit any of the following items:

- a. Any check or item payable to any person or entity other than you;
- b. Items that are drawn on your own account here at City National Bank (either personal or business affiliated account);
- c. Any check or item containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- d. Any check or item payable jointly, unless deposited into an account in the name of all payees;
- e. Any check previously converted to a substitute check, as defined in Reg CC;
- f. Any check drawn on a financial institution located outside the United States;
- g. Any check that is a remotely created check, as defined in Reg CC;
- h. Any check not payable in United States currency;
- i. Any check dated more than 6 months prior to the date of deposit;
- j. Any check or item prohibited by City National Bank’s current procedures relating to Mobile Check Deposit or which is not acceptable under the terms of your City National Bank account;
- k. Any check payable on sight or payable through draft, as defined in Reg CC;
- l. Any check not properly endorsed as specified in this Agreement;
- m. Any check that has previously been submitted through the BmCD Service or through a remote deposit capture service offered at any other financial institution;

#### **USER WARRANTIES AND INDEMNIFICATION**

You agree that you will not deposit, without our prior written consent, items prohibited by this Business Mobile Check Deposit Agreement, or in violation of applicable laws and/or regulations, or “Substitute Checks” as defined by federal law or Image Replacement Documents (as that term is defined by the Check Clearing for the 21st Century Act, also known as Check 21) that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you agree to reimburse us for any losses, costs and expenses we may incur associated with warranty or indemnity claims. If you provide us with an Image Replacement Document of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we incur because the substitute check resulting from the Image Replacement Document does not meet applicable substitute check standards and/or causes duplicate payments.

You further warrant that, for any check deposited using Business Mobile Check Deposit Services:

- a. The item is eligible for deposit using Business Mobile Check Deposit;
- b. The item is not a duplicate of an item previously deposited;
- c. You will not re-deposit or re-present the item;
- d. All information you provide to CNB in connection with the item is accurate and true;
- e. You are in compliance with this Agreement and with all applicable laws, rules and regulations;
- f. You are not aware of any factor which may impair the collectability of the item.

Any breach of the above warranties may result in cancellation of the BmCD Service, CityNET Service, or closure of your account(s).

You agree that we may debit from your Bank account the aggregate amount of any checks that that are deposited in violation of these warranties, and, to the extent that funds in your account are insufficient to cover such amount, we may debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion. You further state that you will indemnify, defend and hold City National Bank harmless from and against all liability, damages or loss that may result from any breach of this warranty provision or the terms and conditions of this Business Mobile Check Deposit Agreement.

#### **ENDORSEMENTS**

You agree to restrictively endorse any item transmitted through the BmCD Service as, “**For Deposit Only City National Bank**” on two separate lines, or as otherwise instructed by the Bank. **Endorsements must be printed, on two lines, within the endorsement box on the back of the**

**check.** You agree to follow any and all other procedures and instructions for use of Business Mobile Check Deposit that City National Bank & Trust may establish from time to time.

Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any authorized signer(s) of your Bank account, the check must be endorsed by all such payees and you may only use Business Mobile Check Deposit to deposit such check into a Bank account owned by all such payees. If the check is payable to you or your authorized signer, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may NOT deposit the check into your Bank account using the BmCD Services.

#### **IMAGES**

You shall ensure that the images you transmit to us shall be of such quality that the following information can clearly be read:

- a. The amount of the item
- b. The payee
- c. The drawer's signature
- d. The date of the item
- e. The item number
- f. The information identifying the drawer and the paying bank that is preprinted on the check, including the complete MICR line
- g. Other information placed on the item prior to the time an image of the item is captured, such as any required identification written on the front of the item and any endorsements applied to the back of the item; and
- h. Such other information as may be reasonably required by City National Bank.

The legibility of the image of an item transmitted to us shall be determined in our sole discretion. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by City National Bank, the American National Standards Institute (ANSI), the Federal Reserve Board, and any other regulatory agency, clearinghouse or association.

An image of an item shall be deemed received by City National Bank when you receive via email on your Access Device or otherwise a confirmation from City National Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error-free or complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item, and you agree that CNB is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Upon acceptance of an image, we shall grant your account provisional credit, for the amount of each image on the following business day. "Provisional credit" means that the credit is made to your account subject to final payment of the items.

#### **FUNDS AVAILABILITY**

You agree that items transmitted using the Business Mobile Check Deposit Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, funds from items deposited through Business Mobile Check Deposit will be available according to the City National Bank's Funds Availability Policy, as amended from time to time. CNB's funds availability policy is set forth in the Disclosure Booklet and is available at any City National Bank branch for your review. If an image of an item you transmit through Mobile Check Deposit Services is received and accepted before **8:00 PM Central Standard Time** on a business day that we are open, we consider that day to be the day of your deposit. However, if the deposit is made after that time or on a day we are not open or it is not a business day, we consider the deposit to be made the next business day. Funds deposited using the BmCD Service will generally be made available no later than three business days from the day of deposit. CNB, in its sole discretion, may make such funds available sooner or may extend the hold period beyond three business days based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as CNB, in its sole discretion, deems relevant.

#### **REJECTION OF DEPOSITS**

After we receive check images and all other required deposit information from you through the Business Mobile Check Deposit Services, we shall provisionally credit your designated account for the total amount of such checks. The provisional credit is subject to final payment of the checks and is also subject to the provisions of CNB's Disclosure Booklet, and other agreements referred to in the Disclosure Booklet, including the Business Deposit Accounts Brochure and the account opening documents for your account, and any subsequent amendments and updates. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits.

You agree that the Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through the BmCD Services. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the BmCD Services in our sole discretion without notice to you, and we will not be liable for any such

rejection or failure to notify you of such rejection. If we reject a check for remote deposit, you must physically deposit the original check as set forth in the Deposit Contingency section below.

#### **UNPAID CHECKS**

You are solely responsible for verifying that checks you deposit by using the Business Mobile Check Deposit Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because checks were returned unpaid by the payor financial institution. You agree to accept such notices at your email address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned.

You understand and agree that since the original check is your property, it will not be returned and the Bank may charge back an image of the check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use the BmCD Service to deposit a substitute check and you may not deposit the original check through the BmCD Service or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

#### **NOTICE OF ERRORS**

**You agree to notify City National Bank of any suspected errors regarding items deposited through Business Mobile Check Deposit immediately, and in no event later than 60 days after the City National Bank account statement is received or made available to you. Unless you notify us within 60 days of an error in your statement, such statement regarding all deposits made through the service shall be deemed correct, and you will be precluded from bringing a claim against City National Bank for any alleged error or omission in such statement.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer or third party claims, including by providing, upon request and without reimbursement, any originals or copies of any items deposited through Business Mobile Check Deposit in your possession and your records relating to such items and transmissions.

If you need assistance with the service, or need to notify us of an error or suspected error in your statement, or if you need to communicate with City National Bank for other reasons, please contact us by:

- a. Sending a secure electronic message through your CityNET Online Banking;
- b. Calling Treasury Cash Management at 844-861-1299, Monday – Friday, 9:00 AM – 5:00 PM, excluding federal holidays; or
- c. Writing to us at: City National Bank & Trust, ATTN: Treasury Cash Management, PO Box 2009, Lawton OK 73502-2009.

#### **DEPOSIT CONTINGENCY**

In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the terms or the procedures in this Agreement for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will need to transport or mail the originals of all checks to the address listed above. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the applicable deposit account agreement for your account and not by the terms of this Agreement.

#### **STORAGE AND DISPOSAL OF TRANSMITTED ITEMS**

You agree to store original checks for such time as the Company deems necessary and advisable for a minimum of sixty (60) days after such item has been remotely deposited and processed. You agree to store original checks in a safe and secure environment to ensure that it is not re-presented for payment. You agree to never re-present the item. The Company agrees to promptly provide any retained original check, or a sufficient copy of the front and back of the original check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any original check, or for the Bank's audit purposes. The Company shall take appropriate security measures to ensure that:

- (a) Only authorized personnel shall have access to stored original checks;
- (b) Prevention of paper checks from being reprocessed and/or deposited more than once, and
- (c) The information contained on such original checks or on any corresponding items is not disclosed to third parties.

The Company will use a commercially reasonable method which is consistent with any requirements of Reg CC and approved by the Bank to destroy original checks after the Company's retention period has expired that will render the items incapable of further transmission, deposit, or presentment.

#### **AUTHENTICATION METHOD**

You agree that we are entitled to act upon instructions we receive with respect to the BmCD Services and your CityNET account under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under this Business Mobile Check Deposit Services Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method.

By accessing the Business Mobile Check Deposit Service and CityNET with your Authentication Method, you authorize us to complete the requested transaction(s) through the services. Any requests or instructions we receive from you through the BmCD Services and CityNET using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, checks deposited, check images, changes to accounts or services or any other communication you provide us through the BmCD Services and CityNET using your Authentication Method.

#### **SECURITY**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 1-866-385-3444 and with written notice at City National Bank & Trust, Attn: PO Box 2009, Lawton OK 73502-2009, if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

You acknowledge that you understand that the hardware and software you use to access Business Mobile Check Deposit Services may, at any time, be subject to unauthorized tracking, interception, corruption, diversion or other manipulation by malware, spyware or other malicious code. CNB is not responsible for detecting the existence of any such malicious code, or for advising you of its existence or potential effects even if we become aware of it, and your use of your hardware and software to access CNB's Business Mobile Check Deposit Services is at your sole risk and expense. We reserve the right at all times and without advance notice to you to take actions to protect our systems and information, including denying you use of Business Mobile Check Deposit.

You agree that all images and files transmitted to us through the BmCD Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using BmCD Service, CityNET, e-mail or the Internet.

#### **RIGHT OF SETOFF**

The Company hereby acknowledges and agrees that the Bank shall have a right of setoff against any deposits owned by the Company, in accordance with the Bank's Account Disclosure Agreement and Booklet.

#### **TERMINATION**

City National Bank may terminate this Agreement and your access to Online Financial Services through CityNET, in whole or in part, at any time. This Agreement will remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement or the CityNET Agreement, if you use the BmCD Services for any unauthorized or illegal purpose or if you use the BmCD Services in a manner inconsistent with the terms of this Agreement, the CityNET Online Services Agreement, the Disclosure Booklet or any other agreement with us. You may withdraw your consent at any time by contacting us and/or discontinuing your use of CityNET. Your continued use of Business Mobile Check Deposit will be additional evidence of your agreement to the terms of this Agreement.

**ADDITIONAL TERMS AND CONDITIONS**

**Intellectual Property Rights:** You agree that City National Bank retains all ownership and proprietary rights in the BmCD Services, associated content, technology, and website(s). Your use of the BmCD Services is subject to and conditioned upon your complete compliance with this Agreement and the CityNET Online Financial Services Agreement. Without limiting the restriction of the foregoing, any breach of your agreement with CNB for the use of Business Mobile Check Deposit Services immediately terminates your right to use the BmCD Services. Additionally, without limiting the restriction of the foregoing, you may not use the BmCD Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to CNB’s business interest, or (iii) to CNB’s actual or potential economic disadvantage in any respect.

**Other Agreements:** In addition to this Business Mobile Check Deposit Agreement, you agree to be bound by, and will comply with, the Bank’s rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable state and federal laws and regulations, as well as the requirements of the other agreements, documents and disclosures that relate to your accounts at City National Bank, including but not limited to the CityNET Online Banking Agreement, Deposit Account Agreement and Disclosure (“Disclosure Booklet”), and the other agreements referred to in the Disclosure Booklet, including the Business Deposit Accounts Brochure and the account opening documents for your account, and including any subsequent amendments and updates, all of which make up the contract between you and City National Bank that governs your account. In the event there is a conflict between the terms of this Business Mobile Check Deposit Agreement, the CityNET Business Online Banking Agreement and the Disclosure booklet, the terms of the Disclosure Booklet shall control.

**Other Terms:** You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Oklahoma. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

**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 MOBILE CHECK DEPOSIT 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 SERVICES WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**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 THE BUSINESS MOBILE CHECK DEPOSIT SERVICE OR CITYNET ONLINE FINANCIAL SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CITY NATIONAL BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

By signing this Agreement, the undersigned acknowledge that they have read and accept the terms and conditions of this Agreement, and agree to be bound by its terms.

\_\_\_\_\_

**Company Name**

\_\_\_\_\_

**Authorized Signer**

\_\_\_\_\_

**Printed Name & Title**

\_\_\_\_\_

**Date**

**City National Bank & Trust Co.**

\_\_\_\_\_

**Authorized Bank Officer**

\_\_\_\_\_

**Printed Name & Title**

\_\_\_\_\_

**Date**