

**Bedford Loan & Deposit Bank Mobile Deposit Capture**  
**Terms and Conditions**  
Version 1.6

**Eligible Items:** You agree to scan and deposit only checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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 is drawn.
- Foreign Checks (checks drawn on a bank outside the United States).
- Duplicate Checks (checks previously deposited either by mobile or physically at a bank branch).

If you have any questions please contact Bedford Loan & Deposit Bank at 502-255-3287.

**Fees:** There will be a fee of \$.75 per item deposited. Bedford Loan & Deposit Bank may, upon 30 days prior notice, change the fee for mobile deposit.

**Eligibility:** Mobile check capture is available to most customers who have an active, qualified account in good standing for at least 90 days. Public Funds accounts are not eligible for this feature. Bedford Loan & Deposit Bank reserves the right to remove access to this feature for any account if fraudulent activity or inappropriate use of the feature is identified.

**Limits:** Default deposit limits are \$1,500/day and \$5,000/month. If you attempt a deposit in excess of these limits, we may reject your deposit. To inquire about a higher limit, please visit our local branch or contact Bedford Loan & Deposit Bank at 502-255-3287.

**Funds Availability:** Deposits made by 4:30pm EST Monday – Friday may be available the next business day, however, we reserve the right to hold funds for availability for up to 7 business days. Deposits made on Federal Holidays may not be available the next business day. Deposits made after cutoff will be handled the next business day. Please see the Reg. CC disclosure for more information on funds availability. The Reg. CC disclosure is available for download at [www.bedfordbank.com](http://www.bedfordbank.com).

**Requirements:** Pursuant to the Uniform Commercial code, endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and the words **For Mobile Deposit Only Bedford Loan & Deposit Bank**. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees and both payees must be joint owners on the account. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**Check Retention:** Keep your check for at least 15 business days. After 15 business days you may destroy the original check. Before destroying the check, make sure that it has been deposited into your account.

Bedford Loan & Deposit Bank suggests that you destroy checks via crosscut shredding. Should you not have access to a crosscut shredder, you are welcome to bring the check into any of our branches and we will be happy to shred it for you.

**Receipt of Deposit:** All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement.

Upon receipt, we may process the image by preparing a “substitute check” or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images. Please refer to our Reg. CC disclosure for details.

**Returned or Rejected Deposits:** You are responsible for any deposit made to your Bedford Loan & Deposit Bank account. Any item that is dishonored, rejected, or otherwise returned unpaid is your responsibility and any credit applied due to such item being deposited may be immediately reversed. You agree to reimburse Bedford Loan & Deposit Bank for all loss, cost, damage or expense caused by or relating to the processing of the returned item. We may debit any of your accounts to obtain payment for any item that has been returned or rejected.

**Mobile Deposit Unavailability:** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or by mailing the deposit to:

**Bedford Loan & Deposit Bank**  
45 Hwy 42 E  
PO Box 276  
Bedford, KY 40006

**Your Responsibility:** In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or

reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight and Ensenta Corporation, retain all rights, title and interests in and to the Services, Software and Development made available to you.

**Mobile Deposit 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 to **502-255-3287** and also provide written confirmation 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.

**Accountholder's Indemnification Obligation:** You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight and Ensenta Corporation, and hold harmless Digital Insight, its affiliates, officers, employees, and agents, as well as Ensenta Corporation, its affiliates, officers, employees, and agents, from and against any third part claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Ensenta Corporation or Digital Insight applications, unless such claim directly results from an action or omission made by Digital Insight or Ensenta Corporation in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE DEPOSIT 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 ANY REMOTE DEPOSIT SERVICE, 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 ANY REMOTE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF

ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.