



# Monet Bank

## Monet Bank Mobile Deposit Terms and Conditions

### 1. Purpose

This Monet Bank Mobile Deposit Terms and Conditions (the “Addendum”) is an addendum to the Online Access Agreement (the “Agreement”) and contains the terms and conditions for the use of Monet Bank’s mobile deposit service (the “Service”). The terms of the Agreement as well as the Monet Bank Deposit Account Agreement and any schedules, or addendums thereto are incorporated by reference and made part of this Addendum. By acknowledging or signing this Addendum or by using or continuing to use this Service, you agree to this Addendum. Monet Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions of this Addendum and Service.

In the event of a conflict between the terms of this Addendum and any other agreement, the terms of this Addendum will govern with respect to deposits made through the Service. Deposits made through other channels continue to be governed by the Deposit Account Agreement governing your account(s) (each such account, the “Account”). Terms not defined herein shall have the meaning ascribed to them in the Agreement.

This Service allows Monet Bank customers to deposit eligible checks into their Account(s) using the Monet Bank mobile app by transmitting check images electronically.

### 2. Use of Service

Monet Bank provides the Service as a digital banking service that allows eligible customers to deposit checks remotely by capturing and transmitting check images through the Monet Bank mobile app. The Service is designed to allow you to make certain deposits to an Eligible Account (defined below) using a Monet Bank mobile application and capture device (such as a smartphone or other mobile device, and any such smartphone or mobile device will be deemed a “Personal Computer” for purposes of the Agreement) to (i) create electronic images of the front and back of a paper check or other paper source document only payable in U.S. Dollars (“Item”) by scanning the Item and (ii) transmit it and related data to us or our designated processor for review and processing in accordance with this Addendum. As part of the Service, you must use software and hardware provided by or acceptable to us. You are solely responsible for information or data that is transmitted, supplied or key-entered by you, your employees, agents, or representative. Before you scan any Item, you agree to follow any and all other procedures and instructions for use of the Service as Monet Bank may establish from time to time.

You agree that the Service will be used only by you or your affiliates or agents, provided that each affiliate or agent agrees to be bound by the terms hereof and further that you will be liable for your affiliate(s)’s or agent(s)’s acts and omissions in connection with the Services.



You agree to not copy, modify, or create derivative works of the Services or display, assign, sublicense, distribute, or otherwise transfer any interest in this Addendum or Service to any third party. You will not and will not permit others to reverse engineer, reverse-compile, or reverse assemble the Services or otherwise attempt to obtain source code for the Services.

## 3. Customer Eligibility and Enrollment

Customers must:

- Maintain an eligible Monet Bank Account in good standing;
- Be enrolled in Monet Bank online and mobile banking by agreeing to the Agreement;
- Comply with such restrictions on the Service as Monet Bank may communicate to you from time to time; and
- Obtain and maintain, at your expense, compatible hardware and software to access the Service, including, but not limited to a compatible mobile device with adequate security and encryption. Monet Bank is not responsible for the functionality or maintenance of any mobile device or third-party hardware or software you may need to use this Service.

Monet Bank reserves the right, in its sole discretion, to deny or revoke access to the Service based on Account standing, transaction behavior, or risk assessment. Monet Bank further reserves the right to deny, suspend or revoke access to the Services immediately, in whole or in part, in its sole discretion, without notice, if Monet Bank believes you are in breach of this Addendum, the Agreement or are otherwise using or accessing the Services inconsistent with the terms and conditions hereof. Further, Monet Bank or its third-party service provider shall have the right to suspend the Service immediately in the event of an emergency or in an event beyond the reasonable control of Monet Bank (e.g. a force majeure event).

## 4. Deposit Eligible Items

### 4.1 Eligible Items

You agree to deposit only “checks,” which are defined as negotiable demand drafts drawn on or payable through an office of a financial institution. When the image of the check transmitted to Monet Bank is converted to an image replacement document for subsequent presentment and collection, it shall thereafter be deemed an “Item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code, the federal Check Clearing for the 21<sup>st</sup> Century Act (the “Check 21 Act”), and the Federal Reserve Bank’s Regulation CC.

- Personal, business, and government checks payable in U.S. dollars;
- Checks drawn on U.S. financial institutions;



- Checks payable to the Account owner(s).

## 4.2 Ineligible Items

The following is a non-exhaustive list of checks and items that may be considered “Ineligible Items” for the Service:

- Foreign checks, items payable in non-U.S. currency, or checks or items drawn on financial institutions located outside the United States;
- Altered, postdated, stale-dated checks, or checks or items containing an obvious alteration to any of the fields on the front of the check or item which you know or suspect, or should know or suspect to be fraudulent;
- Third-party checks;
- Traveler’s checks, money orders; or savings bonds,
- cashier’s checks not properly endorsed;
- checks that require authorizations;
- eChecks – checks printed using a personal home printer;
- Previously deposited or duplicate items.

Monet Bank reserves the right in its sole discretion to determine what items may be considered Ineligible Items.

## 4.3 Image Quality

The image of the Item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, or any other clearing house, association, regulatory agency, Monet Bank or its processor’s requirements for content and/or format.

Monet Bank in its sole discretion may

1. further transmit the Item and data in the form received from you;
2. repair or attempt to repair the Item or data and then further transmit it;
3. process the Item as photocopies in lieu of originals; or
4. return the data and item to you unprocessed and charge back your Account.

You represent and warrant that any image Monet Bank receives accurately and legibly represents all of the information on the front and back of the original item as originally drawn.

## 5. Deposit Procedures

### 5.1 Customer Deposit Procedure Responsibilities



Customers must:

1. Endorse each check with signature and "For Mobile Deposit Only at Monet Bank";
2. Capture clear front and back images via the Monet Bank Mobile App;
3. Retain the item as set forth below;
4. Destroy the original check securely after confirming funds availability.

Monet Bank may reject deposits that are illegible, incomplete, or fail verification.

## **5.2 Receipt of Items**

Monet Bank, at its sole discretion, reserves the right to return or refuse to accept some or any Item transmitted through this Service. Monet Bank is not liable for doing so even if such action causes outstanding checks or other debits to your Account to be dishonored and returned. Monet Bank is not liable for items Monet Bank does not receive or for the images that are not transmitted completely, clearly, or accurately. You will receive a notification from us if the deposit has been transmitted. However, such notification does not mean that the transmission was error-free, complete, or will be considered a deposit and credited to your Account. Monet Bank will send you a notice once Monet Bank has reviewed and approved the transmitted item. If Monet Bank declines the deposit, you will receive a notification.

You agree that the electronic image of the item or any substitute check, as defined by federal law, will become the legal representation of the item for all purposes, including return items processing.

## **5.3 Retention and Disposal of Items**

You agree that you are solely responsible for the original item, including storage, retrieval, and destruction. You agree to retain each original item for no fewer than seven (7) calendar days after your deposit is considered to be received. If a hold is placed on your deposit, then you must retain your original item for a longer period. Upon receipt of the funds, you agree to mark the original item(s) prominently as "VOID" and to dispose of the original item(s) in a way that prevents the representment of the original item(s) for payment. You agree to store each retained original item securely until such proper disposal is performed. You will promptly provide any retained original item to Monet Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any original item.

## **5.4 Errors or Discrepancies**

All deposits made through the Service will be deemed to be correct, unless you notify Money Bank of any errors to deposits made through the Services. You must notify Monet Bank as soon as possible if you believe your statement is incorrect or if you need more information about a transaction listed on a statement. If you do not notify us within sixty



(60) days from the date your statement was sent, such statement and all deposits made through this Service shall be deemed correct, and you will be prohibited from bringing a claim against Monet Bank for such alleged error.

## 6. Deposit Limits and Funds Availability

We may establish limits on the dollar amount and/or number of Items or deposits for the Service from time to time. If you attempt to initiate a deposit via the Service 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 Addendum and the Agreement, and we will not be obligated to allow such a deposit at other times, and we shall not be liable to you for accepting any items that exceeds these limits.

- The limits on deposits via the Service are:
- **Transaction Limit:** \$5,000.00
- **Daily Deposit Limit:** \$10,000 per day
- **Monthly Deposit Limit:** \$20,000.00
- **Cutoff Time:** 4:00 PM Central Time; deposits after this time are processed next business day.

These provisions apply only to deposits made via the Service. You agree that the Items submitted via the Service from your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. Our policy is that Items deposited via the Service by the Cutoff Time Monday through Friday will generally be available on the same Business Day. Items received after the Cutoff Time on any Business Day, on weekends, or on federal holidays will generally be available the next successive Business Day. Funds that are deposited using the Service will not be deemed "received" by Monet Bank until we have received an image of the Item that meets all of the requirements for deposits stated in this Addendum and in any Monet Bank documentation. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your Account.

In some cases, Monet Bank will not make all of the funds that you deposit via the Service available to you on the same Business Day, or first Business Day after the day of your deposit, as applicable. Depending on the type of item that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225 of your deposit using the Service, however, will be available on the same Business Day, or first Business Day after the date of your deposit, as applicable. We will notify you at the email address you have provided if we delay your ability to withdraw funds for any reason, and we will tell you when the funds will be available.

In addition, funds you deposit via the Service may be delayed for a longer period under the following circumstances:



- o We believe a check you deposit will not be paid;
- o You deposit checks totaling more than \$5,000.00 on any one day;
- o You redeposit a check that has been returned unpaid;
- o You have overdrawn your account repeatedly in the last six months; or
- o There is an emergency, such as failure of computer or communications equipment.

The availability of Funds you deposit via Service may also be delayed for a variety of additional reasons as determined in Monet Bank's sole discretion, including, but not limited to:

- o We believe a check you deposit is a duplicate image;
- o You deposit checks totaling more than any applicable per item limit, daily dollar amount limit, monthly item limit or any other limitations on your Service that Bank may impose; or
- o We exercise our rights to investigate any unusual or suspicious Items as determined in Bank's sole discretion.

We will generally notify you if we delay your ability to withdraw funds for any of these or other reasons, and we will attempt to tell you when such funds will be available. If you will need the funds from a deposit via the Service, you should contact us to inquire when the funds will be available.

You understand and agree funds from Items deposited via the Service are not subject to Monet Bank's Funds Availability Policy and will generally be available after processed and once funds are received.

In addition, funds you deposit by check via the Service may be delayed for a longer period as the Bank may deem reasonable under the circumstances. It is your sole responsibility to verify the Item(s) transmitted using the Service have been received and accepted for mobile deposit. ***You should confirm successful deposits by reviewing account activity the following Business Day.***

## **7. Customer Responsibilities, Representation, Warranties, and Indemnification**

### **7.1 Customer Responsibilities, Representations and Warranties**

You agree to and by using the Service continues to represent and warrant that you will

- Safeguard your mobile devices and credentials;
- Use strong passwords and avoid unsecured networks;
- Preserve the security of your device, including, but not limited to installing and operating system patches, antivirus software, a firewall, spyware, as applicable to keep the security of your device;
- Secure the physical device from theft or unauthorized use





- Promptly review Account activity for errors;
- Report unauthorized use or suspicious deposits immediately;
- Only transmit eligible items that are properly completed;
- Only transmit images that meet the image quality standards;
- Not transmit duplicate items;
- Not re-deposit or re-present that original item once it has been sent through this Service, unless specifically requested to do so by Monet Bank;
- Not transmit any item that contains viruses, malware, or any other malicious item; and
- Comply with the Agreement, this Addendum, and any other related agreement, schedule, or addendum that governs your Account with Monet Bank

Unauthorized use of this Service is strictly prohibited.

Monet Bank may periodically audit or verify your compliance with this Addendum. Monet Bank may request additional information from you about the security of your devices. Failure to comply may result in service suspension or Account closure.

## **7.2 Customer Liability and Indemnification**

You shall be solely responsible if any Item for which you have been given provisional credit is subject to return or reversal, and neither Monet Bank nor its third-party service providers shall be liable or responsible for same. You acknowledge that all credits received for deposit are provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or a substitute check as the charged-back item. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for information purposes only and may not be relied upon. You agree that Bank shall have no liability for the content of payment-related information.

You agree to indemnify and hold Monet Bank and its affiliates harmless from any losses, claims, or expenses resulting from breach of this Agreement and/or Addendum, including, but not limited to your breach of this Addendum, the Agreement, representations, and warranties set forth in this section herein or otherwise. You bear the entire risk of loss, destruction and damage from the any cause whatsoever for utilizing the Service, and no such loss, destruction ,or damage shall impair any of your obligations hereunder which shall continue in full force and effect.

## **8. Monet Bank Rights, Disclaimer of Warranties, and Limitation of Liability**

### **8.1 Monet Bank Rights**

The following are a non-exhaustive list of Monet Bank rights related to the Service, including:



- Reject or adjust any deposit;
- Limit the number or amount of deposits;
- Revoke access to the Service; or

Monet Bank does not charge a usage fee for use of this Service, but Monet Bank reserves the right to start charging for this Service at any time. Any such charges will be as disclosed in the current Fee Schedule. Charges for data or other usage from your wireless provider may apply.

## 8.2 Disclaimer of Warranties

Monet Bank, its affiliates, agents, or third-party service providers are providing this Service “as is” and on an “as available” basis. Monet Bank, its affiliates, agents and third-party service providers 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 and non-infringement. Neither Monet Bank, nor any of its affiliates, agents or third-party service providers, make any representation or warrant that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the Service will be accurate or reliable, and (iv) any errors in the Service or technically will be corrected.

Monet Bank is not responsible for service interruptions, transmission errors, or items returned unpaid. When using this Service, you may experience technical or other difficulties. Monet Bank does not assume liability for any technical or other difficulties or any resulting damages that you may incur. Monet Bank reserves the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this Service is not available to you for any reason, you acknowledge that you can deposit your check at a branch office location.

## 8.3 Limitation of Liability

**NOTWITHSTANDING ANY TERMS TO THE CONTRARY, UNDER ANY AND ALL CIRCUMSTANCES, IN NO EVENT WILL MONET BANK’S AGGREGATE LIABILITY WITH RESPECT TO, OR ARISING IN ANY WAY FROM, THIS ADDENDUM OR ANY TRANSACTION CONTEMPLATED OR COMPLETED UTILIZING THE SERVICE DISCUSSED HEREIN (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED \$1,000 AND YOU HEREBY WAIVE ANY CLAIM OR RIGHT TO SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF MONET BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## 9. Record Retention

Monet Bank will retain check images, transaction logs, and audit records for a minimum of **seven (7) years** in compliance with applicable law and internal retention standards.

## 10. Termination





# Monet Bank

Monet Bank reserves the right to terminate this Agreement or access to the Service without notice at any time and for any reason. Depositors termination of their Account will result in the termination of access to this Service. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any Items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns of the same.