CCB Mobile and Mobile Deposit Capture

Terms and Conditions

Thank you for using CCB Community Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at anytime. In case of questions please contact customer service at 855-491-2273 or visit www.BankCCB.com.

Terms and Conditions

Program: CCB Community Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 855-491-2273, or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of CCB Community Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, CCB Community Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). CCB Community Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. CCB Community Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by {name of Financial Institution} (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of {name of Financial Institution} or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose {name of Financial Institution}, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal notices_maps.html, or other URLs as may be updated by Google.

Consumer Remote Deposit Capture User Agreement ("Agreement")

This agreement contains the terms and conditions for the use of CCB Community Bank's Mobile Deposit and/or other remote deposit capture services that CCB Community Bank ("CCB ", "us", "we", "our", or "Bank") may provide to you ("you", "your", "user", or "Customer"). Other agreements you have entered into with CCB, including without limitation the Depository Agreement and Disclosures governing your CCB account, continue to apply. In the event of a conflict between this Agreement and any other agreement you have entered into with CCB, this Agreement shall govern.

1. Services. The remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, money market checking or savings accounts from your camera-enabled mobile device capable of capturing check images and information and delivering the items and associated deposit information to CCB. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. There is currently no charge for the Services.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via

email or on our website(s) by providing a link to the revised Agreement and such change shall be effective thirty (30) days following our provision of such notice. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, CCB reserves the right, in its sole discretion, to change, modify, add or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. In the event that an immediate change is needed to ensure the security of the Services, we will post a notice of any such change on our website. You may choose to accept or decline such changes by continuing or discontinuing the Services.

3. Limitations of Services. When using the Services, you may experience technical or other difficulties. We shall not be responsible for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. Eligible Items. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to CCB (each such check a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Alabama (such scanned Check image transmitted to CCB for credit to your account, a "Remote Item"). You agree that you will not use the Services to scan and deposit checks or items that: (a) are payable to any person or entity other than you; (b) are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder; (c) contain obvious alteration to any of the fields on the front of the check or item, or which 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 or item is drawn; (d) were previously converted to a substitute check as defined in Reg CC without CCB 's prior written consent; (e) were previously converted to an image replacement document as defined in Reg CC without CCB 's prior written consent; (f) are drawn on a financial institution located outside the United States; (g) are remotely created checks, as defined in Reg CC; (h) are not payable in United States currency; (i) are dated more than six (6) months prior to the date of deposit; (j) are prohibited by CCB's current procedures relating to the Services (the "Procedures"); (k) are in violation of any federal or state law, rule, or regulation; or (l) are otherwise not acceptable under the terms of your CCB account. (Checks described in clauses (a) through (l) each a "Prohibited Check" and, collectively, "Prohibited Checks").

5. Image Quality. The image of an item transmitted to CCB using the Services must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the check).

6. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For deposit only, CCB account#____" or as otherwise instructed by CCB . You agree to follow any and all other procedures and instructions for use of the Services as CCB may establish from time to time.

7. Receipt of Items. We reserve the right to reject any item transmitted through the Services, 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. An image of an item shall be deemed received when you receive a confirmation from CCB that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Following receipt of such confirmation, CCB will process the image by preparing a "substitute check" or clearing the item as an image.

8. Availability of Funds. You agree that items transmitted through the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after CCB receives final payment for the funds submitted. CCB may, but is not required to, make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and other such factors as CCB, in its sole discretion, deems relevant.

9. Disposal of Transmitted Items. Upon your receipt of a confirmation from CCB that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to retain the item for a reasonable period of time, not to exceed ninety (90) days. to ensure that it is not represented for payment. You also agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to CCB as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for CCB's audit purposes. After the ninety (90) day retention period expires, you shall destroy the original check by shredding it or by any other permanent deletion manner that does not allow the original check to be accessed by an unauthorized person(s) and in a manner that the original check is no longer readable or capable of being reconstructed.

10. 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. Unless otherwise specified by CCB, changes to such limits shall be effective immediately upon notice to you via email or the CCB website.

11. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by CCB from time to time. See www.bankccb.com for current hardware and software specifications. CCB is not responsible for any third party software you may need to use the Services. 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.

12. Contingency Plan. In the event you are unable to capture, balance, process, produce or transmit a file to CCB, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest CCB location. The deposit of original checks at an office of CCB shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

13. Errors. You agree to notify CCB of any suspected errors regarding items deposited through the Services right away, and in no event later than sixty (60) days after the applicable CCB account statement is sent. Unless you notify CCB within sixty (60) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against CCB for such alleged error.

14. Presentment. The manner in which the items are cleared, presented for payment and collected shall be in CCB's sole discretion subject to the Depository Agreement and Disclosures governing your account.

15. Ownership and License. You agree that CCB retains all ownership and proprietary rights in the Services, associated content, technology and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to CCB's business interest, or (iii) to CCB's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

16. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT 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 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.

17. 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER

CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CCB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

18. User Warranties and Indemnification. With respect to each and every Check you use to create an image using the Services and every Remote Item you transmit to CCB, you represent and warrant to CCB that: (a) you assume responsibility for any Check that is transmitted which for any reason is not paid; (b) you are a person entitled to enforce the Check; (c) neither the check nor the Remote Item is counterfeit; (d) neither the check nor the Remote Item has been altered; (e) neither the Check nor any image of the Check has been paid; (f) no depository bank, drawee, drawer, or endorser will receive presentment or return of, of otherwise be charged for, an item transmitted as a Remote Item, or any check or item derived from such Remote Item, such that said person will be asked to make a payment based on an item that it has already paid; (g) the Customer shall properly endorse each Check and deposit said Check to an account at Bank that matches the name of the Customer; (h) the Customer shall deposit only checks made payable to the Customer; (i) neither the check nor the Image is subject to a defense or claim in recoupment that can be asserted against the Customer; (j) the Customer has no knowledge of any insolvency proceeding commenced with respect to the Customer or in the case of an unaccepted check, the drawer; (k) all information provided by the Customer to the Bank is accurate and true; (l) files submitted by the Customer to the Bank do not contain computer viruses or malware; (m) the Remote Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to a Remote Item; (n) the Remote Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; (o) each of the Checks were duly authorized in the amount stated on the corresponding Remote Item and to the payee stated on such Remote Item; (p) the Bank will not suffer any loss as a result of Customer's retention or destruction of the paper originals of Remote Items; and (q) the Customer has performed and will perform all of its obligations under this Agreement. The Customer shall be deemed to repeat and reaffirm each of the foregoing representations and warranties at the time any Check and/or Remote Item is delivered to the Bank through the Services. You agree to indemnify and reimburse CCB for, and hold harmless CCB from and against, any and all losses, costs, and expenses (including reasonable attorney's fees) CCB may incur associated with any breach of the warranties, representations, or obligations contained in this Agreement, including but not limited to, the deposit of one or more Prohibited Checks into your account. Furthermore, if, after first having obtained CCB's written consent to do so, you provide CCB with an electronic representation of a substitute check for deposit into an account instead of an original Check, you agree to indemnify and reimburse CCB for, and hold CCB harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) CCB incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

19. General Terms and Conditions.

a. Assignment. You may not assign this Agreement.

b. Governing Law. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Alabama, except that any conflict of laws rule of that jurisdiction that may require reference to the laws of some other jurisdiction shall be disregarded. Any lawsuit brought to enforce any provision of this Agreement shall only be brought in a state court in Covington County, Alabama, or the nearest federal court to said County.

c. Severability. If one or more provision(s) of this Agreement is or are held to be invalid, illegal or unenforceable under applicable law, the offending portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be enforceable in accordance with its terms.

d. Contact by Bank. No Bank employee, or any company affiliated with CCB, will contact you via e-mail or phone requesting your account information or security information. If you are contacted by anyone requesting this information, please contact us immediately.

e. Security Interest. You grant CCB a security interest in all accounts or other deposits (whether general or special) you have with CCB, and in all funds in such accounts or other deposits, to secure your obligations to CCB under this Agreement. This security interest will survive termination of this Agreement. In addition to any other rights we may have under other agreements with you, we may hold any funds on deposit with us by you after termination of this Agreement for up to 14 calendar days following the expiration of any return or chargeback rights regarding any Remote Item processed by CCB using the Services or, if later, until any other claims to such funds have expired.

f. Waivers. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

g. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

By clicking on the "I accept these Terms and Conditions" below, you do the following:
1. You represent to the Bank that the device you intend to use in connection with Services meets the requirements above;
2. You agree to receipt of this Agreement and all updates to this Agreement in electronic form;
3. You represent that you have read this Agreement and understand its terms and conditions; and
4. You agree to the terms and conditions in this Agreement (Note: clicking "I Accept" is just as binding as manually signing the Agreement).