

**CentralMOBILE Addendum to CentralNET Consumer & Small Business Terms and Conditions (These terms and conditions govern the use of CentralMOBILE by customers of Central Bank & Trust Co.) Capitalized terms used herein and not otherwise defined will have the meanings given them in the CentralNET Consumer and Small Business Terms and Conditions.**

Revised: March 2020

Thank you for using CentralMOBILE Central Bank's mobile financial services for your banking needs. By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Central Bank's Privacy Policy <https://www.centralbank.com/about-us/privacy-policy/>

I. **Description of Services.** CentralMOBILE is a personal financial information management service that allows you to access your Central Bank account information, make payments to payees and make such other banking transactions as are described on our website [www.centralbank.com](http://www.centralbank.com) (the "Services") by use of your Mobile Device (as hereafter defined) via SMS (text messaging, short code 39872), WAP (browser based banking), or APP (downloadable App from iTunes or Google Play). We reserve the right to modify the scope of the Services at any time. The most up-to-date list of services is posted on the Central Bank website at [www.centralbank.com](http://www.centralbank.com). We reserve the right to refuse to complete any transaction you request through CentralMOBILE. You agree and understand that CentralMOBILE may not be accessible or may have limited utility over some wireless networks, such as while roaming outside the continental United States.

The CentralMOBILE Services provide mobile access to customer account information via SMS for information on account balances and recent transactions and the option to receive alerts established within CentralNET online banking (e.g., low balance alerts). The Services are also available via WAP and APP which includes account balance information, recent transactions, transfers, bill payment, and Zelle®. Message & data rates may apply.

Enrollment requires identification of your banking relationship with us and can be completed via CentralNET, online banking or CentralMOBILE, CentralNET enrollment will require identification of your mobile phone number, and the mobile phone number's verification is done by the user receiving an SMS message with a verification code which must be entered on the CentralNET website. Additionally you may select the type of alerts and other preferences, through CentralNET which will determine, together with your account data, the frequency of alerts delivered to you. CentralMOBILE enrollment will request user to select from a list of security questions and supply unique answers to each. You may un-enroll from CentralMOBILE at any time as described in Section IV(F)(2) below.

To stop CentralMOBILE SMS message from being delivered to your phone, you can opt out by texting "STOP" to 39872. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

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

II. **Acceptance of Service.** By clicking "I Agree" to the CentralNET Consumer and Small Business Terms and Conditions and these CentralMOBILE Terms and Conditions when you enroll for CentralMOBILE, and registering your Mobile Device on our website, you agree to be bound by these terms and conditions. Additionally, by installing the Software (as defined in paragraph III(A)(2) below) necessary to utilize the Services on your Mobile Device and using the Services, you also agree to be bound by these terms and conditions.

### III. Terms Specific to Mobile Banking Software Provider

#### A. Ownership.

1. Access to the Services via your Mobile Device is powered by the proprietary mobile technology solution owned by the Service Provider. (the "Licensor"). The Licensor is not the provider of any of the Services available to you through the Software, and the Licensor is not responsible for any of the materials, information, products or services made available to you through the Software. Such materials, information, products and services are made available to you by Central Bank.

2. You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted these Terms and Conditions.

**B. License.** Subject to the terms and conditions of these Terms and Conditions, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of these Terms and Conditions and for the sole purpose of enabling you to use and enjoy the benefits of the Services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by these Terms and Conditions are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you or the Licensor. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your Mobile Device or otherwise in your possession or control.

**C. Restrictions.** You shall not: (a) modify, revise or create any derivative works of the Software; (b) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (c) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (d) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

**D. Updates.** The terms of these Terms and Conditions will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

**E. Text Messages.** Text messaging services are provided by your wireless carrier and not by any other third party. You are solely responsible for the content transmitted by you through text messages sent to Central Bank. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier. Message and Data rates may apply. For help, text "HELP" to 39872.

**F. Consent to Use of Data.** You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.

**G. Export Restrictions.** You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into

any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

**H. U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in these Terms and Conditions.

**I. Disclaimer of Warranty.** THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**J. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SERVICE OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**K. Miscellaneous.** This Part 3 of the Central**MOBILE** Terms and Conditions constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. These Terms and Conditions will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, excluding that body of laws pertaining to conflict of laws. If any provision of these Terms and Conditions is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to these Terms and Conditions are subject to the exclusive jurisdiction of the courts of the Commonwealth of Kentucky and you expressly consent to jurisdiction and venue thereof and therein. These Terms and Conditions and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

#### **IV. Terms Specific to Central Bank.**

**A. Use of Services.** In order to properly use Central**MOBILE**, you must first register for Central**MOBILE** and select requested services by signing onto Central**NET** at [www.centralbank.com](http://www.centralbank.com) from a computer or by downloading the Central**MOBILE** APP and completing the on device enrollment from your Mobile Device. You agree to provide true, accurate, current and complete information as requested in registering for the Services. You should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Central**MOBILE** in accordance with the online

instructions and agree that you will contact us directly if you have any problems with Central**MOBILE**. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Software. You agree to comply with all applicable laws, rules, and regulations in connection with your use of the Service. You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose, including for the purpose of transmitting junk mail, spam, or unsolicited material to individuals or entities that have not agreed to receive such material; material or data that is illegal or that violates the intellectual property rights of others, or any material that would expose Central Bank, the Licensor or any other third party service provider, or other third party, to liability. You agree not to use any personally identifiable information when providing shortcuts or creating nicknames for your eligible accounts. We may modify the Services from time to time in our sole discretion. In the event of any modifications, you are responsible for making sure you that you understand how to use Central**MOBILE** as modified. We will not be liable to you for any losses caused by your failure to properly use the Services or your Mobile Device.

B. **Relationship to Other Agreements.** You agree that when you use Central**MOBILE**, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (e.g., AT&T, Verizon, etc.), and that these Terms and Conditions do not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Central**MOBILE** (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Central**MOBILE**, which may include downloading the Software, receiving or sending Central**MOBILE** text messages, or other use of your Mobile Device when using the Software or other products and services provided by Central**MOBILE**), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

C. **Your Obligations.** You represent and agree to the following by enrolling for Central**MOBILE**, downloading the Software or by using the Services:

1. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Central**MOBILE**. You represent and agree that all information you provide to us in connection with Central**MOBILE** is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Central**MOBILE**. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Mobile Device you will use to access Central**MOBILE**, and that you are authorized to use the service on your Mobile Device.

2. User Security. You agree not to give or make available your Central**MOBILE** Access Credentials or other means to access your account to any unauthorized individuals. You are responsible for all bill payments, transfers or other transactions you authorize using Central**MOBILE**. If you permit other persons to use your Mobile Device and Access Credentials or other means to access Central**MOBILE**, you are responsible for any transactions they authorize. If you believe that your Access Credentials, Mobile Device or other means to access your account has been lost or stolen or that someone may attempt to use Central**MOBILE** without your consent, or has transferred money without your permission, you must notify us promptly by calling 800-637-6884.

3. User Conduct. You agree not to use Central**MOBILE** or the content or information delivered through Central**MOBILE** in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Central**MOBILE** to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the

services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Central**MOBILE**; (i) interfere with or disrupt the use of Central**MOBILE** by any other user; or (j) use Central**MOBILE** in such a manner as to gain unauthorized entry or access to the computer systems of others. 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 Central**MOBILE** or the Software, the security of Central**MOBILE** or the Software, or other customers of Central**MOBILE** or the software; or (d) otherwise abuse Central**MOBILE** or the Software.

4. **No Commercial Use or Re-Sale.** You agree that the Services are only for the personal or business use of individuals authorized to access your Central Bank account information. You agree not to make any commercial use of Central**MOBILE** or resell, lease, rent or distribute access to Central**MOBILE**.

5. **Proprietary Rights.** You are permitted to use content delivered to you through Central**MOBILE** only on Central**MOBILE**. You may not copy, reproduce, distribute or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Central**MOBILE** technology, including, but not limited to, any Software or other Mobile Device applications associated with Central**MOBILE**.

6. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Central**MOBILE** or the Software, your violation of these Terms and Conditions or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

7. **Lost Phone Policy.** In the event your enrolled Mobile Device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such devices. You understand that there are risks associated with using a Mobile Device for banking services, and that in the event of theft or loss, your confidential information could be compromised.

D. **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](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.google.com/intl/en/help/legalnotices\\_maps.html](http://www.google.com/intl/en/help/legalnotices_maps.html), or other URLs as may be updated by Google.

E. **Charges for the Service.** You agree to pay for Central**MOBILE** in accordance with our fee schedule, as amended by us from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Central**MOBILE**. We may add to or enhance the features of Central**MOBILE** from time to time. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

F. **Fingerprint Login for Mobile Banking.** Fingerprint Login is an optional fingerprint sign-in method for Central Bank & Trust Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and Central Bank & Trust never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Central Bank & Trust Mobile Banking. Central Bank & Trust reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Central Bank & Trust Mobile Banking. Android is a trademark of Google Inc.

## G. Additional Provisions.

### 1. Central**MOBILE** Limitations.

(a) The availability, timeliness and proper functioning of Central**MOBILE** depends on many factors, including your Mobile Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Mobile Device. Neither we nor any of our Service Providers warrants that the Services or the Software will meet your requirements, operate without interruption or be error-free, and neither we nor our Service Providers shall be liable for any loss or damage caused by any unavailability or improper functioning of Central**MOBILE**, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, or loss of personalized settings. You acknowledge that Central**MOBILE** Services may not be available for use from outside the continental United States.

(b) Neither we nor any of our Service Providers assumes responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Central**MOBILE**.

(c) The services and software are provided "as is" AND "AS AVAILABLE" without warranty OR GUARANTY of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy or completeness.

(d) You agree to exercise caution when utilizing the Services on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.

(e) You acknowledge and agree that from time to time, the Services may be delayed, interrupted or disrupted periodically for an indeterminate amount of time due to circumstances beyond Central Bank's reasonable control, including but not limited to, any inaccuracy, interruption or delay in transmission by the Mobile Device carrier used in conjunction with your Mobile Device, or any interruption, disruption, or failure in the provision of the Services, whether caused by fire, earthquake, flood, or similar act of God, or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond our control. Central Bank, its parent or affiliates, nor its Service Providers shall not be liable for any claim arising from or related to the Services caused by or arising out of any such delay, interruption, disruption or similar failure. In no event will Central Bank, its parent or affiliates, nor its Service Providers, be liable for indirect, consequential, or special damages, including lost profits, arising from your use of the Central**MOBILE** Services. Neither we nor our Service Providers are liable for any loss, injury, or damage (direct or indirect) resulting from any failures to perform our obligations under these Terms and Conditions, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.

2. Changes, Suspension or Cancellation. You may cancel your participation in Central**MOBILE** SMS by texting "STOP" to 39872 at any time, or by calling 1-800-637-6884, M-F 8:00 AM ET until 6:00 PM ET or Saturday 9:00 AM ET to 1:00 PM ET. You may also send us a secure message within Central**NET**. We reserve the right to change, suspend, or cancel Central**MOBILE** at any time without notice. We may also limit your access to Central**MOBILE** at any time without notice and for any reason, including, but not limited to, your non-use of the Services. You agree that we will not be liable to you or any third party for any change, suspension or cancellation of Central**MOBILE**.

3. Third Party Beneficiary. You agree that our service providers (including any provider of Software) may rely upon your agreements and representations in Sections 3 and 4 of these Terms and Conditions, and such service providers are, for the purposes of these sections, intended third party beneficiaries to these Terms and Conditions, with the power to enforce these provisions against you, as applicable.

## V. Central Bank Remote Deposit Service (the "Service")

These Terms and Conditions ("Agreement") are an Addendum to your Central**MOBILE** Terms and Conditions.

### 1. Service Description

- (a) The Service allows Central**MOBILE** customers to make deposits to your checking, savings or money market savings accounts from home or other remote locations by scanning checks or electronically transmitting a digital image of your paper checks and related data to the Bank electronically (each, an "Item"). For purposes of this Agreement, "Item" means an instrument or promise or order to pay money handled by a bank for collection or payment. The term does not include payment for ACH or wire transfers. Only Items payable in U.S. Dollars are eligible for the Service. As part of the Service you must use software and hardware acceptable to us. Original checks are converted to substitute checks as that term is defined in the Check Clearing for the 21<sup>st</sup> Century Act and Federal Reserve Board Regulation CC ("Check 21"), for deposit with the Bank and for processing and presentment to a collecting or paying financial institution. Your use of the Service constitutes your acceptance of this Agreement. We reserve the right to change the Service or your use of the Service, in whole or in part, at any time. We will send or deliver to you any notice of the change that applicable law requires us to send or deliver to you. If applicable law does not require us to send or deliver any notice of the change to you, we will either send or deliver a notice of it to you or post a notice on Central**NET** or through a secure Central**NET** message.
- (b) You are solely responsible for information or data that is transmitted, supplied or key-entered by you, your employees or agents. Before you capture the image of any Item, you must endorse all Items with your signature and print "For Central Bank Mobile Deposit Only" below your signature.
- (c) You agree that after you have created the image of the Item and transmitted it to us for deposit, you will not otherwise represent, transfer, or negotiate the original Item by any other means, such as at a banking center.
- (d) You agree that the electronic image of the Item will become a substitute check as defined by Check 21, and will become the legal representation of the Item for all purposes, including return Items processing.
- (e) If you present an Item for deposit no later than 7:00 p.m. ET on a Business Day, we will consider that day to be the day of deposit. If you present an Item for deposit after 7:00 p.m. ET or on a weekend, or a state, bank or federal holiday, we will consider that the deposit was made on the next Business Day.
- (f) Mobile deposits may be made to your eligible checking, savings, or money market savings accounts.
- (g) You agree to pay any applicable fees described in the fee schedule.

- (h) You agree that the image of the check transmitted to the Bank shall be deemed an "Item" within the meaning of Article 4 of the Uniform Commercial Code.
- (i) There are per deposit limits and daily limits on the dollar amount of deposits that can be made using this Service. Refer to the Information and Fee Schedule to find the applicable limits.

## **2. Item Processing**

If the images transmitted to us with respect to any Item do not comply with our processing requirements for content, image quality, and/or format, we may, in our sole discretion:

- (a) Further transmit the Item and data in the form received from you;
- (b) Repair or attempt to repair the Item or data and then further transmit it;
- (c) Reject the Item; or
- (d) Charge back the Item to your account as a deposit correction.

We will send you a written notice of transactions we are unable to process because of returned Items. With respect to any Item that you transmit to us for remote deposit that we have credited to your account, in the event such Item is dishonored, you authorize us to debit the amount of such Item from your account. You understand that any amount credited to your account for Items deposited using the Service is a provisional credit and you agree to indemnify us against any loss we incur because of our acceptance of the remotely deposited check. We are not responsible for Items we do not receive or for images that may fail during transmission or that do not meet our standards. The image of the deposited Item shall be deemed received when you see "Deposit Accepted" on your mobile device. Delivery of such confirmation does not mean that the transmission or deposit was error free or complete. You understand and agree that even if we do not initially reject an Item you deposit through the Service, we may return the substitute check we created because, among other reasons, the payor bank deems the electronic image illegible.

You further agree that you will be solely responsible for the original Items, including storage, retrieval and destruction of the Items after your account has been credited for the amount deposited. After receipt of confirmation from us that we have received the image of an Item, you agree to prominently mark the Item as "Void" or "Electronically Presented" to ensure that it is not represented for payment. You agree to securely store each original check that you deposit using the Service for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond 90 days after transmission to us, and shall properly destroy and dispose of such original checks after such time. During the retention period you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, theft or reproduction of the original checks for purposes of presentment for deposit and unauthorized use of information derived from the original checks.

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Regulation CC"). For purposes of this Agreement, "check" means a negotiable demand draft that is drawn on or payable through or at:

- an office of a federal- or state-chartered bank or credit union;
- a Federal Reserve Bank or a Federal Home Loan Bank
- the U.S Treasury
- a state or local government that is not payable through or at a bank or credit union



You also agree that you will not use the Service to deposit any Item that:

- is made payable to persons or entities other than you;
- contain obvious alterations on the front of the 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 Item is drawn;
- was previously converted to a substitute check, as defined in Regulation CC for deposit by use of the Service, or were otherwise cashed or deposited;
- is drawn on your personal account at The Bank;
- is stamped with a “nonnegotiable” watermark;
- has been re-deposited or returned for reasons such as “insufficient funds”, “refer to maker” or returned for any other reason;
- is incomplete, stale-dated, or post-dated;
- Is drawn on a financial institution located outside the United States;
- Is not payable in United States currency;
- Is a US Savings Bond or travelers check;
- Does not bear a signature of the person from whom the Item is drawn or lack an issued date;
- Is postdated or dated more than 6 months prior to the date of deposit; or
- Is prohibited by the Bank’s current procedures relating to the Service or which is otherwise not acceptable under the terms of your account.

Deposits of this nature may result in the immediate termination of the Service.

**3. Funds Availability.** You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal within two Business Days of deposit. For purposes of determining the availability of funds, checks deposited via the Service are considered received by the Bank when we notify you of receipt of the image electronically, and that the place of deposit is Lexington, Kentucky. You understand and agree that electronically transmitting a digital image of a check does not constitute receipt by the Bank. You understand that, in the event you receive a notification from us confirming receipt of an image of an Item, such notification does not mean that the image has been approved by us for processing.

#### **4. Warranties**

You represent and warrant to us that:

- (a) Any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- (b) The imaged information you transmit to us contains a record of all applicable MICR-line (the set of numbers at the bottom of the check) information required for a substitute check and the accurate amount of the Item;
- (c) The Item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- (d) The Item has not previously been deposited and neither the original Item, nor a paper or electronic representation of the original Item, will be deposited or otherwise presented for payment by the depository bank requiring the drawer of the Items to be asked to make payment for a check that has already been paid;
- (e) You will employ reasonable security measures sufficient to protect the Item in transmission and storage;

- (f) You will only transmit Items that you have the physical paper Item for; and
- (g) You will comply with all laws and regulations applicable to you in your use of the Service and not use the Service for any purpose prohibited by law. You agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which the Bank is a party that govern the Service we provide. Please refer to your Mobile Banking Terms and Conditions for more information.
- (h) Any remote deposits made through the Service will be reflected on your monthly periodic statement. You understand and agree that you are required to immediately notify The Bank of any suspected errors or unauthorized transactions regarding Items deposited through the Service. You should contact us as follows:

Telephone us at:  
800-637-6884 (during regular business hours), or

Email us at: [centralnet@centralbank.com](mailto:centralnet@centralbank.com), or

Write us at:  
Central Bank  
PO Box 1360  
Lexington, Kentucky 40588-1360

You agree that The Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) for any purpose which would be contrary to The Bank's business interest, or (ii) to The Bank's actual or potential economic disadvantage in any aspect. You may use the Service only for business and 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 Service.

## **5. Disclaimer**

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