

This Mobile Check Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of FNB Mobile Check Deposit and/or other FNB remote deposit capture services that FNB provides to you (“you” or “User”). Other agreements you have entered into with FNB are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile remote deposit capture services (“Services”) are designed to allow you to make deposits to your personal checking, savings or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to FNB or FNB’s designated processor.
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 changes. You will be prompted to accept or reject any material change to this Agreement. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, FNB 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.
3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility 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. **Hardware and Software.** To use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by FNB from time to time. FNB is not responsible for any third party software you may need to use the Services. Any such software if 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.
5. **System Requirements.** To use the Service, you must meet the following criteria: You must have a smart phone with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your smart phone device carrier for additional information.
 - You must have the FNB Mobile Application installed on your smart phone device. The FNB Mobile Application can be downloaded from your device’s application store. The Operating System version must be compatible with the latest version of the application as determined by your device’s application store.
 - You must be enrolled in the Mobile Banking Service.
6. **Fees.** There are no fees for using Mobile Check Deposit. However, your mobile carrier may charge other messaging or access fees. Contact your mobile device carrier for additional information.
7. **Eligible Accounts.** Only personal checking, savings and money market accounts may deposit using mobile check Deposit. Accounts with an original opening deposit of \$1,000.00 or more have immediate access. Other accounts have access after 60 days from opening.
8. **Eligible Items.** You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg CC”). When the image of the check transmitted to FNB 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.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

 - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
 - Checks containing an alteration 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 is drawn
 - Checks payable jointly, unless deposited into an account in the name of all payees.
 - Checks previously converted to a substitute check, as defined in Reg. CC.
 - Checks drawn on a financial institution located outside the United States.
 - Checks that are remotely created checks, as defined in Reg. CC.
 - Checks not payable in United States currency.
 - Checks dated more than 6 months prior to the date of deposit.
 - Checks payable on sight or payable through drafts, as defined in Reg. CC.
 - Checks with any endorsement on the back other than that specified in this agreement.
 - Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
9. **Returned Deposits.** Any credit to your account for checks deposited using Mobile Check Deposit is provisional. If original checks deposited through Mobile Check Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent of collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.
10. **Endorsements and Procedures.** All checks must be endorsed with your signature. You agree to restrictively endorse any item transmitted through the Services as “For mobile deposit only”, or as otherwise instructed by FNB. You agree to follow any and all other procedures and instructions for use of the Services as FNB may establish from time to time.
11. **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 FNB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that FNB is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

12. **Cut-Off Time.** Deposits received prior to 3:00PM Central Time on a business day that FNB is open will be credited to your account on the same business day. Deposits received after 3:00PM on Saturdays, Sundays, or on any day FNB is not open, including holidays, will be credited on the next business day.
13. **Funds Availability.** Funds will be available as described in our Electronic Funds Availability Disclosure.
14. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from FNB that we have received an image that you have transmitted, you agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit or presentment. During the time the retained check is available, you agree to promptly provide it to FNB upon request. You are responsible if an original check is misused following submission by check image.
15. **Deposit Limitations.** All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. The current individual item dollar limit is \$5,000.01 and the current daily dollar aggregate item limit is \$5,000.01. The current multi day (5 business days) limit is \$10,000.01.
16. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit 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 Agreement, and we will not be obligated to allow such a deposit at other times.
17. **Presentment.** The manner in which the items are cleared, presented for payment and collected shall be in FNB's sole discretion.
18. **Errors.** You agree to notify FNB of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable FNB account statement is sent. Unless you notify FNB within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against FNB for such alleged error.
19. **Error in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. FNB bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
20. **Image Quality.** The image of an item transmitted to FNB using the Services must be legible, as determined in the sole discretion of FNB. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by FNB, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
21. **Use Warranties and Indemnification.** You warrant to FNB that:
 - You will only transmit eligible items.
 - You will not transmit duplicate items.
 - You will not re-deposit or re-present the original item.
 - All information you provide to FNB is accurate and true.
 - You will comply with this Agreement and all applicable rules, laws and regulations.
 - You are not aware of any factor which may impair the collectability of the item.
 - You agree to indemnify and hold harmless FNB from any loss for breach of this warranty provision.Any breach of the above warranties may result in cancellation of the Service for your specific profile in the FNB mobile application, closure of your accounts, or termination of the client relationship.
22. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of the items deposited through the Service in your possession and your records relating to such items and transmissions.
23. **Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of any agreement with us.
24. **Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
25. **Ownership & License.** You agree that FNB 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 FNB's business interest, or (iii) to FNB'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.
26. **Disclaimer of warranties.** You agree your use of the services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. 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 service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.
27. **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 of 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 this service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if FNB has been informed of the possibility thereof.