

## Mobile Deposit User Agreement

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of The Cottonport Bank (“TCB”) Mobile Deposit and/or other remote deposit capture services that The Cottonport Bank or its affiliates (“TCB”, “us”, or “we”) may provide to you (“you”, or “User”). Other agreements you have entered into with The Cottonport Bank, as applicable to your Cottonport Bank account(s), are incorporated by reference and made a part of this Agreement.

Thank you for using Cottonport Bank Mobile Banking combined with your handheld's text messaging capabilities. For help, text "HELP" to 49794. To cancel your plan, text "STOP" to 49794 at anytime. In case of questions please contact customer service at customerservices@cottonportbank.com or call 318-964-2385, option 4.

- 1. Services.** The mobile deposit capture services (“Services”) are designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to The Cottonport Bank’s designated processor.

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Cottonport Bank You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service. The services are provided by Cottonport Bank and not by any other third party. You and Cottonport Bank are solely responsible for the content transmitted through the text messages sent to and from Cottonport Bank You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)
- 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 e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after The Cottonport Bank has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Service will indicate your consent to be bound by the revised Agreement. Further, The Cottonport Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Service will indicate your acceptance of any such changes to the Services.
- 3. Limitations of Service.** Mobile Deposit Services will not be available to new accounts for the first 30 calendar days. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. 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.** In order to use the services, you must obtain and maintain, at your expense, compatible hardware and software as specified by The Cottonport Bank from time to time. See [www.cottonportbank.com](http://www.cottonportbank.com) (Mobile Banking) for current hardware and software specifications. The Cottonport Bank 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.
- 5. Fees.** A fee may be charged for the service. You are responsible for paying the fees for the use of the Service. The Cottonport Bank may change the fees for use of the Service at any time pursuant to the section titled

“Acceptance of these Terms” above. You authorize The Cottonport Bank to deduct any such fees from any Cottonport Bank account in your name. The fees are published in The Cottonport Bank Fee Schedule.

- 6. 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 The Cottonport 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. 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 names of all payees
  - Checks previously converted to a substitute check, as defined in Federal Reserve Board Regulation CC
  - Checks drawn on any Financial Institution located outside the United States
  - Checks that are remotely created checks, as defined in Federal Reserve Board Regulation CC
  - Checks not payable in United States currency
  - Checks dated more than 6 months prior to the date of deposit
  - Checks or items prohibited by The Cottonport Bank’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your Cottonport Bank account
  - Checks payable on sight or payable through Drafts, as defined in Federal Reserve Board Regulation CC
  - Checks with any endorsement on the back other than that specified in this agreement
  - Checks that have been through the Service or through a remote deposit capture service offered at any other financial institution
  - Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
- 7. Endorsements and Procedures.** You agree to endorse any item transmitted through the Services with your name and as “For mobile deposit only”, to your account with The Cottonport Bank or as otherwise instructed by The Cottonport Bank. You agree to follow any and other procedures and instructions for use of the Services as The Cottonport Bank may establish from time to time.
- 8. Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion. We are not responsible for items that 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 The Cottonport Bank 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 The Cottonport Bank is not liable for any loss, costs, or fees you may incur as a result of our charge-back of an ineligible item.
- 9. Availability of Funds.** Federal Reserve Board Regulation CC (availability of funds) does not apply when you transmit the electronic images of items to The Cottonport Bank. If an image of an item is received and accepted before the “daily cutoff time” of 4:00 p.m. Central Time on a business day that we are open, we consider that to be the day of deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available the next business day as defined in the funds availability disclosure.
- 10. Disposal of Transmitted Items.** Upon your receipt of a confirmation from The Cottonport Bank that we have received an image that you transmitted, you agree to retain the check for no longer than 30 calendar days from the date of image transmission. After 30 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 The Cottonport Bank upon request.

- 11. Deposit Limits.** We have established limits on the dollar amount and number of items or deposits that may be made to an account in a single day. In accordance with The Cottonport Bank's current fee schedule, the daily dollar amount allowed for deposit in any one business day is \$2,500.00 and/or a total of five (5) items to be deposited in any one business day as well as a weekly limit of \$5,000.00 and/or a total of five (5) items to be deposited. These limits may be adjusted from time to time without prior notice to you. 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.
- 12. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in The Cottonport Bank's sole discretion subject to the agreements governing your account.
- 13. Errors.** You agree to notify The Cottonport Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Cottonport Bank account statement is sent. Unless you notify The Cottonport Bank 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 The Cottonport Bank for such alleged error.
- 14. Errors in Transmission.** By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. The Cottonport Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
- 15. Image Quality.** The image of an item transmitted to The Cottonport Bank using the Services must be legible, as determined in the sole discretion of The Cottonport Bank. Without limiting the foregoing, the image quality of the items must comply with the requirement established from time to time by The Cottonport Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.
- 16. User Warranties and Indemnification.** You warrant The Cottonport Bank that:
- You will only transmit eligible items.
  - You will not transmit duplicate items.
  - You will not re-deposit or re-present the original items.
  - All information you provide to The Cottonport Bank is accurate and true.
  - You will comply with this Agreement and all applicable rules, laws, and regulations.
  - You are not aware of any factor that may impair the collectability of the item.
  - You agree to indemnify and hold harmless The Cottonport Bank from any loss or breach of this warranty provision.
- 17. 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 items deposited through the Service in your possession and your record relating to such items and transmissions.
- 18. Termination.** If you wish to terminate Services, you may do so at any time by notifying us in writing. This Agreement shall remain in full force and effect until it is terminated. We may terminate this Agreement at any time and for any reason without any notice to you. 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 your account agreements with us.
- 19. 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. The venue for any dispute shall be Avoyelles Parish, State of Louisiana.