

MOBILE CHECK DEPOSIT TERMS AND CONDITIONS

This document, called the Mobile Check Deposit Terms and Conditions (the “Agreement”), outlines the rules that govern your use of Lewis & Clark Bank’s mobile deposit capture services. The Mobile Check Deposit service provides you with the option of making Electronic Deposits to your Lewis & Clark Bank deposit accounts. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules that control your account(s) with us.

If you accept this Agreement, you agree to these rules. You agree that the Bank may change or discontinue the terms and conditions for the Mobile Check Deposit service at any time.

In this Agreement, the words “you” and “your” refer to you as the person or business entity entering into this Agreement, and also include any user you authorize to use the Mobile Check Deposit service on your behalf. The words “we,” “us,” and “our” refer to Lewis & Clark Bank.

SERVICE DEFINITIONS

“Check Image” means an electronic image of an original paper check that is created by you, us or another bank or depository institution in the check collection system.

“Check Image Metadata” means information about the Check Image, as well as pointers to the actual image data (also known as image tags).

“Your System” means the mobile device, computer hardware, software and web-based applications you use to prepare Electronic Deposits and to access the Mobile Check Deposit service.

“Mobile Check Deposit” and “Service” refer to the remote deposit capture service that allows customers to deposit qualified checks electronically at Lewis & Clark Bank.

“Electronic Deposit” means a paper check (including any Check Images, Check Image Metadata, MICR Data, or dollar amount information on it) that is electronically captured and transmitted to Lewis & Clark Bank to deposit, process and collect.

“MICR Data” refers to the information embedded in the routing, transit, account and check serial numbers printed in the Magnetic Ink Character Recognition characters at the bottom of checks.

“Remote Deposit Capture System” refers to Lewis & Clark Bank computer systems and databases that you access to use the Mobile Check Deposit service.

“Substitute Check” means a paper check document that meets the definition of a “substitute check” in the Check Collection for the 21st Century Act as implemented by Regulation CC of the Federal Reserve Board.

“Banking Day” means every day except Saturdays, Sundays, and federal holidays as observed by the Federal Reserve Board.

PROCESSING OPTIONS

As part of Mobile Check Deposit, checks may be processed as a Check Image. You capture and convert checks received into Check Images and transmit Check Images to us for processing and collection. We will collect such Check Images through the check collection system by presenting or exchanging Check Images for collection.

MOBILE CHECK DEPOSIT REQUIREMENTS

In order to enroll in the Service, you must be designated as an authorized signer or owner of a Lewis & Clark Bank account that is eligible for this Service, and be approved by us. In order to use the Service, you shall (i) at all times maintain an account in good standing with us, (ii) agree to not use the Service outside the United States, and (iii) comply with any restrictions that we tell you about. As part of the Service, we reserve the right to periodically audit your mobile deposit capture, security, and information technology processes, and to require you to implement and necessary controls subject to our sole discretion.

DETERMINATION OF ITEMS ELIGIBLE FOR MOBILE CHECK DEPOSIT

We shall have no liability to you or any other person in the event that your deposited check processed, or converted by us, to a Check Image.

Only a draft, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Without limiting the generality of the preceding sentence, the following items are not eligible for deposit as Check Images under Mobile Check Deposit, and you must deposit these original paper checks with Lewis & Clark Bank for collection: (i) checks, including travelers checks, that are drawn on banks outside of the United States, (ii) checks payable in a medium other than U.S. dollars, (iii) non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC), (iv) promissory notes and similar obligations, such as savings bonds, (v) third-party checks, (vi) Substitute Checks, (vii) items drawn off of your Lewis & Clark Bank account, (viii) postal money orders, and (ix) any other class of checks or drafts as identified by us to you from time to time. We may return or refuse to accept all or any part of a deposit to your Lewis & Clark Bank account using the Service at any time and will not be liable for doing so even if such action causes outstanding check or other debits to your account to be dishonored and returned.

You shall physically endorse each paper check and ensure that all other necessary endorsements are obtained prior to capturing Check Images for transmission to us.

CAPTURE OF CHECKS AND CHECK INFORMATION

You shall be responsible for accurately capturing an image of each paper check and the correct dollar amount of the check into Your System. In the event the condition of a paper check precludes a complete automated read, you shall be responsible for visually inspecting the check. You shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image (including without limitation the dollar amount and signature of the person who signed the check (the "drawer"), and for ensuring that all information on a paper check is accurately captured and legible in the resulting Check Image. You acknowledge that current image technology might not capture all security features (e.g. watermarks) contained in the original paper checks, and agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

You further acknowledge that we do not verify the accuracy, legibility or quality of the Check Image or MICR Data prior to processing an Electronic Deposit. At our sole discretion, we may reject, repair, alter, amend, reformat or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but we shall have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data. If we require that you comply with certain formatting standards or other guidelines, you acknowledge that Lewis & Clark Bank shall not be liable for any error or loss that results from our processing such Electronic Deposit or from our re-formatting or conversion of the Electronic Deposit prior to processing.

We shall not be liable to you for failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which you have not provided us with full and correct MICR Data and dollar amount from the original paper check; (ii) for which you have not provided an accurate and legible image of the original paper check, (iii) that does not comply with formatting standards or other guidelines we require; or (iv) that would violate this Agreement, any applicable user manuals or reference guides, or any other agreement between you and Lewis & Clark Bank.

UPLOAD OF ELECTRONIC DEPOSIT

You shall upload the Electronic Deposit to us on or before the 3:30pm Pacific Time daily Electronic Deposit cut-off time established by Lewis & Clark Bank. Any Electronic Deposit received by us after the 3:30pm Pacific Time daily cut-off time shall be deemed to have been received by Lewis & Clark Bank at the opening of its next Banking Day. Performance of the Electronic Deposit services may be affected by external factors such as the latency of communication networks. You are responsible for the transmission of the Electronic Deposit until the Mobile Deposit Capture System reports a successful acknowledgement of receipt of the transmission.

An Electronic Deposit is received when the entire Electronic Deposit in which that Electronic Deposit is contained is received by us in accordance with the paragraph above. If only a portion of that Electronic Deposit is received by us for any reason, including without limitation a failure during the transmission to Lewis & Clark Bank, the Electronic Deposit is deemed to have been not received by us with respect to any Electronic Deposit contained in that Electronic Deposit (including any Check Image contained in the portion of that Electronic Deposit that was received).

We will process Electronic Deposits received from you via Check Image collection only. Mobile Check Deposit will not process Substitute Checks or checks through ACH conversion.

AVAILABILITY OF FUNDS

You agree that qualified checks deposited using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an Electronic Deposit through the Service is received and accepted on or before 3:30pm Pacific Time on a Banking Day that we are open, we consider that day to be the day of your deposit and the funds will be available the next Banking Day that we are open. If an Electronic Deposit through the Service is received and accepted after 3:30pm Pacific Time on a Banking Day that we are open or on a non-Banking Day, we consider the next Banking Day to be the day of your deposit and the funds will be available on the second Banking Day that we are open. We may delay availability of funds based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant.

DEPOSIT LIMITS

We reserve the right to impose limits on the amount(s) and/or number of Electronic Deposits that you transit using the Service and to modify such limits. 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. Daily and multi-day deposit dollar and count limits may vary and are subject to change at our sole discretion without prior notification to you.

RETURNS

You agree that we may charge your account for any and all returned items, including a returned Check Image.

REPRESENTMENT OF RETURNS

In the event we determine, at our sole discretion, that we need the original paper check to collect a returned Check Image, you shall be responsible for providing the original paper check to us. If the original paper check has been destroyed, you shall be responsible for providing a replacement check.

CHECK IMAGES RECEIVED FOR DEPOSIT

We reserve the right to reject any deposit (as an Electronic Deposit or otherwise) for any reason. We will notify you of the rejection of any deposit.

RETENTION AND DESTRUCTION OF ORIGINAL PAPER CHECKS

To mitigate fraud or the presentment of duplicate items, you agree to clearly mark "Electronic Deposit on Date" (the date being the day, month and year of your deposit) in a blank area on the top half of the front of the original paper check after successfully capturing the Check Image and receiving confirmation that the items was received and accepted by us for deposit. You will maintain control over and be responsible for secure retention, storage and destruction of the original paper checks for which you have created an Electronic Deposit. After transmitting the Electronic Deposit to us, you will retain the original paper check for a minimum of seven (7) calendar days, but no longer than fourteen (14) calendar days, from the transmission date. You will retain and store the original paper checks in a secure and locked container that is only accessible by persons needing access to them. During this retention period and upon our request, you agree to provide us with the original paper check(s) to process a payment or resolve a dispute arising from an Electronic Deposit. Once the retention period has expired, you will securely destroy original paper checks that you used to make Electronic Deposits.

REPRESENTATIONS AND WARRANTIES

With respect to each Check Image or Electronic Deposit that you transmit to us, you deem to make any representation or warranty that would have applied had you deposited the original paper check. In addition, you deem to make to us any representation or warranty that we make, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting U.S. bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when Lewis & Clark Bank transfers, presents or originates the Electronic Deposit or Check Image. These representation and warranties include but are not limited to , that: (a)

the transmissions contain accurate images of the front and back of the original check; (b) the transmissions contain all necessary endorsements up until the original checks are imaged; (c) you will not deposit the original item; (d) no depository bank, drawee, drawer, or endorser will be asked to make a payment based on an item that it has already paid; (e) you are entitled to enforce the Check Image or Electronic Deposit; (f) the Check Image or Electronic Deposit has not been altered; and (g) you have no knowledge that the Check Image or Electronic Deposit is unauthorized.

YOUR RESPONSIBILITY AND INDEMNITY

With respect to each Check Image or Electronic Deposit that you transmit to us, you shall indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney's fees and court costs at trial or on appeal) arising directly or indirectly; (a) from your breach of a representation or warranty as set forth in the "Representations and Warranties" section above, (b) as a result of any act or omission by you in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation the encoding of the MICR Data from the original paper check; (c) from any duplicate, fraudulent or unauthorized check or Check Image; or (d) for any loss caused by our acceptance or creation of a Check Image instead of presentment of the original paper check; or (e) from any other act or omission arising out of our action or inaction taken pursuant to any request by you or pursuant to this Agreement. This section shall survive termination of the Agreement.

LIMITED USE

You may use the Service and the Mobile Deposit Capture System for business or personal use for as long as we in our sole discretion provide Mobile Check Deposit to you.

FEES

The Service is provided to you at no charge. We may, with at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the fee, which may change from time to time. Further, we may change any Service fee at any time, as long as we give you at least 30 days prior notice, to the extent required by applicable law. You are responsible for any fees or other charges your wireless carrier may charge for any related data or message services, including without limitation for short message service.

ACCURACY AND TIMELINESS OF MOBILE CHECK DEPOSIT

We will use reasonable efforts to provide Mobile Check Deposit services in a prompt fashion, but shall not be liable for temporarily failing to deliver this. If this happens, you shall be responsible for conducting banking business through alternative channels. We shall not be liable for any inaccurate or incomplete information with respect to transactions that have not been completely processed or posted to our deposit or payments system prior to being made available pursuant to the Mobile Check Deposit Remote Deposit Capture System. Information with respect to all transactions is provided for your convenience, and you shall have no recourse to us as to use of such information.

SECURITY PROCEDURES

You shall comply with all security procedures for the Service established by us or set forth in any written user requirements communicated to you. You are solely responsible for (i) maintaining your own internal security procedures, (ii) safeguarding the security and confidentiality of any information obtained from your deposited checks, Check Images and other information that is either printed from, stored on, or downloaded to, Your System, Mobile Deposit Capture System, or your other computer/data systems or portable media; and (iii) preventing errors or unauthorized access to the Your System or the Mobile Deposit Capture System.

TERMINATION

We reserve the right to terminate this Agreement immediately upon providing written notice to you of such termination. We may also, in our sole discretion, terminate the Service effective immediately if: (i) there is an occurrence of a material change in your account activity or other risk analysis criteria as determined by us in our sole and absolute discretion; (ii) we at any time determine that you do not meet our risk or other qualification requirements; (iii) we discover any willful misconduct (including but not limited to types of fraudulent activity) on your part or any other party with respect to Check Images submitted for deposit by you; (iv) you are in default of your account; (v) you have not used the Services for a period of time deemed to constitute an inactive service by us (in our sole discretion); or (vi) you are in default of any terms of the Agreement or any other Agreement with us. In any of these events, you agree that our sole obligation shall be to provide notice of our termination of the Services to you,

and that such notification will be reasonable if it is mailed to your statement mailing address immediately upon termination.

Either you or we may terminate the Services, with or without cause, upon thirty (30) calendar days' written notice to the other of its intent to do so, sent to you at your statement address and sent to us at the address provided herein. In the event of termination of the Services, your rights and responsibilities as well as ours, shall continue through any applicable settlement period, including with respect to transactions processed prior to the effective date of termination.

Any termination of this Agreement shall not affect any of our rights and your obligations with respect to this Agreement prior to termination, or any other obligations that survive termination of this Agreement.

ENTIRE AGREEMENT

This Agreement (including any documentation related to the Services provided to you) together with the Deposit Account Terms & Conditions, Signature Card/Account Agreements, Cash Management Agreements and other applicable agreement between us is the complete and exclusive statement of the agreement between us with respect to the subject matter hereof and supersedes any prior agreement(s) between us with respect to such subject matter.

In the event of a conflict or inconsistency between the terms of any agreement between us and the terms of this Agreement, with respect solely to the Services, the terms of this Agreement control, but only to the extent of such conflict or inconsistency. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which we are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and we shall incur no liability to you as a result of such violation or amendment. No course of dealing between us will continue a modification of this Agreement or the Security Procedures or constitute an Agreement between us regardless of whatever practices and procedures we may use.

NON-ASSIGNMENT

You may not assign this Agreement or any of the rights or duties hereunder to any person.

WAIVER

We may waive enforcement of any provision of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this Agreement.

BINDING AGREEMENT; BENEFIT

This Agreement shall be binding upon and solely for the benefit of the parties hereto and their respective legal representatives, successors, and assignees. This Agreement is not for the benefit of any other person, and no other person shall have any right against you or us hereunder.

HEADINGS

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

SEVERABILITY

In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

VENUE AND CLASS ACTION WAIVER

If there is a dispute or issue relating to your account or this Agreement, you and we agree that the location of the court proceeding will occur in the state where you opened the account and that the county will be chosen by us in our sole discretion. You further agree to bring any claims against us in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Terms and Conditions of Mobile Deposit Disclosure (February 2019)