



AB&T  
Mobile Banking Agreement and Disclosure

## Introduction

By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the “Agreement”) and all terms and conditions of AB&T’s Deposit Account Agreement, Online Banking Agreement, Online Statement Agreement, and Bill Pay and Presentment Agreement.

We may offer additional mobile banking services and features in the future. Any such added mobile banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile banking service or feature is added and/or at the time of enrollment for the features or service, if applicable. These terms and conditions may be modified or cancelled from time to time without notice, except as required by Law.

## Definitions

There are specific terms used in this agreement, these terms are defined as follows:

- Account(s) – Any type of account of “yours” held at AB&T that is eligible to be access through Mobile Banking
- Check Image – An electronic image of an original paper check.
- Device – A supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages.  
**Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for additional details.**
- Mobile Banking – The banking services accessible from the Device you have registered with us for access to ABT-Go (AB&T’s Mobile Banking Service)
- MICR Data – Information from the Magnetic Ink Character Recognition printing on the bottom of the checks which includes routing, transit, and account and check numbers.
- Online Banking – The banking services accessible from a computer using a secure login, with a password and additional authentication.
- Smart Phone – any device that allows access to ABT-Go App and allows access to the Internet.
- Remotely Created Check – Remotely created checks as defined in Regulation CC, and include checks that, among other things do not bear the signature of the person on whose account the check is drawn.
- Substitute Check – A paper document that is created from an image and meets the definition of a “substitute check” under Regulation CC.
- Regulation CC – Regulation CC as adopted by the Federal Reserve Board, set forth at 12 C.F.R. Part 229
- You and Yours – Each and all authorized signers on an account who applies and uses the ABT-Go.
- Our, We, Us, and Bank – AB&T (“AB&T)
- Business Day – Monday through Friday, excluding legal federal holidays

## ABT-Go

**Description of Service** – Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your account and services with us. Mobile Banking allows you to access your AB&T account information, make payments to others or yourself, make deposits by check, transfer funds and conduct other banking transactions. To utilize all of ABT-Go features, you should be enrolled in Online Banking and opted in for Online Statements and registered for Bill Payment services. If you have not registered for Online Banking, some features of ABT-Go will not be available.

Mobile Banking may not be accessible or may have limited service over some network carriers. In addition, the Service may not be supported on all devices. AB&T cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, this includes issues related to data outages or “out of range” issues.

**Use of ABT-Go** - You agree to review instructional information provided to you in person, available through our website at [www.abtgold.com](http://www.abtgold.com), or provided to you within our ABT-Go app. Furthermore, you agree to accept responsibility for learning how to use the ABT-Go app and agree to contact us directly if you have any problems with the Service. In addition, you are responsible for knowing how to properly use any Device used to access this Service. AB&T will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

**Other Agreements** – You agree that when you use ABT-Go, you remain subject to the terms and conditions set forth in your existing agreements with AB&T and with any unaffiliated services providers, including, but not limited to, your mobile service provider. This agreement does not amend or supersede any of these agreements. You understand that these agreements may provide for fees, limitations and restrictions which might impact your use of ABT-Go. You should review or request copies of these agreements to ensure you understand any fees, limitations, and/or restrictions. You agree to be solely responsible for all such fees, limitations, and restrictions. You agree that any fees, limitations, and restrictions imposed by unaffiliated third parties (such as your mobile service provider) are your responsibility and do not involve us. You agree to resolve any issues or problems with these providers directly without involving the bank.

We also reserve the right to limit the types and numbers of accounts eligible for ABT-Go and may refuse to process a transaction you request through the Service. The Bank may modify its mobile banking services at any time.

**Equipment and Software** – AB&T does not guarantee that your Device or mobile phone service provider will be compatible with ABT-Go. Mobile phones and other mobile Devices with internet capabilities can be susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as “viruses”) which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. AB&T will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. AB&T will not be responsible if any non-public personal information is accessed via ABT-Go due to any above named viruses residing or being contracted by your Device at any time or from any source.

### **Mobile Banking Transfers**

You may use the Service to transfer funds between your eligible AB&T accounts (“Internal Transfer”). If you submit your transfer request prior to 6:00 PM EST, the transfer will be credited as of that business day. Transfer requests received after 6:00PM EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank is closed, will be processed on the next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit or another deposit account with AB&T, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transaction limits of your Account using ABT-Go or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

### **Mobile Deposit**

This agreement governs your use of AB&T’s Mobile Deposit Service (the “Service”). The Service allows you to make deposits to your account(s) remotely by sending images of a check to us for deposit through an eligible mobile device, such as a smart phone or tablet. By enrolling in this service or using the service, you agree to the terms of this agreement. Your account(s) are also subject to the terms and conditions governing your accounts relating to the service, including but not limited to your Deposit Account Agreement.

**The Service - In** order to participate in the Service, you must at all times maintain an Account with us. The Service permits you to take an image of a check with your smart phone and deliver that image to us for deposit, in accordance with our requirements. You retain the original paper check after you make the deposit. If we accept a Check Image for collection, we will attempt to collect the item by presenting the Check Image or converting the Check Image to a Substitute Check, or in any other manner. The manner in which the Check Image or Substitute Check is presented for payment, cleared and collected will be determined by us, in our discretion. You agree that all Check Images you deposit through the Service will be considered "items" and "instruments" under the Uniform Commercial Code, as if they were the original paper items. We may terminate the Service or change, modify, add or remove requirements or functionality in connection with the Service at any time, without notice to you. You understand that in the event the item you submitted for deposit is returned unpaid, you will receive only a copy of the Check Image, the Substitute Check, or other information available to us, depending on the manner of presentment.

**Your Eligibility for the Service -** We will determine from time to time in our discretion if you are eligible for the Service. We may impose limits from time to time on the amount or number of deposits you make through the Service and in our sole discretion; we may refuse to permit you to make deposits to a particular Account through the Service. Most customers will have a maximum amount of \$1,500.00 they may deposit in a single day and a maximum monthly amount of \$6,000.00 deposited per calendar

month. We may suspend or terminate your use of the Service at any time and without prior notice to you. You must at all times maintain an Account with us. You may not use the Service at a location outside the United States. We reserve the right to review your use of the Service and your security practices, and may require you to implement reasonable and necessary controls in order to continue to use the Service.

**Items Eligible for the Service** - We may decline to accept any Check Image you submit through the Service, in our sole discretion. Only a check, (as defined in Regulation CC) payable on demand and drawn on or payable at an office of a United States bank is eligible for deposit as a Check Image through the Service. You must physically endorse each paper check and ensure that all endorsements are obtained prior to creating a Check Image for transmission to us. Checks should be endorsed including a reference to Mobile RDC Deposit. Examples of items that are not eligible for deposit through the Service include: checks drawn on banks located outside the U.S., travelers' checks, checks payable in a currency other than U.S. currency, savings bonds, and promissory notes. Money Orders may not be eligible for deposit and are subject to increased review and may be rejected for deposit without prior notice. If you try to submit a Money Order they must be legible and all information must be completed, however we cannot guarantee they will be accepted. If a Money Order is rejected you will be notified of the rejection by regular mail, email, an alert thru our ABT-Go mobile banking service, Online Banking message or any other format you have authorized. In addition, you may not deposit any of the following through the Service: **checks payable to a person other than you (even if the check is endorsed over to you)**, fraudulent checks, or checks you should have known are fraudulent, stale checks (more than 6 months old), checks that have been previously deposited with us or at another financial institution, Substitute Checks, Remotely Created Checks, checks containing alterations of any kind, or any other type of item that we determine from time to time to refuse to accept through the Service. If you scan and attempt to deposit one of the items that are not eligible for deposit, we may, at our option, reject the deposit and notify you that it is rejected. In such a case, we are not required to return the image of the item that you attempted to deposit.

**Technical Requirements/Accuracy of Images** - In order to use the Service, the mobile phone you use must meet the technical requirements we specify from time to time. We have no responsibility for any technical difficulties you may have with accessing the Service, including difficulties with your phone or your mobile carrier.

You are solely responsible for accurately capturing a clear and complete image of each paper check, including MICR Data. If your Smart phone produces Check Images that we determine are not of acceptable quality, we may, at our option, reject your deposit (although we have no obligation to inspect the Check Images you submit for deposit). You are required to inspect all Check Images to ensure the legibility of the Check Image, including without limitation the dollar amount of the check, the signatures of the persons signing and endorsing the check and the MICR Data.

You are responsible for any errors as a result of your failure to follow our guidelines or requirements when submitting a Check Image for deposit. We have no liability to you for any failure to process a deposit of a Check Image for which you have not provided us (i) full and correct information from the original paper check, (ii) an accurate and legible image of the original paper check, or (iii) a Check Image in compliance with our formatting standards and other guidelines we have made available to you.

**Our Receipt of Check Images** - Any transmission of a Check Image for deposit made after the cut-off time, which is currently 5PM EST on each business day, will be deemed to be received by us at the opening of the next Business Day. We may change the cut-off time at any time, if we choose to have an earlier cutoff time; we will notify you of the change. A Check Image transmitted for deposit using the

Service is received when the entire transmission in which the Check Image is contained is received and approved by us.

We are not responsible for Check Images that we do not receive for any reason, including a transmission error. A Check Image is deemed to be received by us only when we send you confirmation that we have received the Check Image. Even after we confirm receipt, the Check Image may be rejected by us for any reason, in our sole discretion.

You understand that we have no obligation to verify the accuracy or quality of any Check Image prior to processing the deposit. We may, in our discretion, reject a Check Image at any time before we submit it for collection. We have no obligation to reject, repair, alter, amend, or re-format in any manner a Check Image that you transmit to us for deposit.

**Your Representations and Warranties** - Each time you submit a Check Image to us for deposit to an Account through the Service, you are deemed to have made the same representations or warranties to us that would have applied if you had deposited the original paper check, and all representations or warranties that we must make under applicable law, clearinghouse rule, regulation, operating circular, agreement or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a Substitute Check created from the Check Image. In addition, you make the following specific representations and warranties:

The Check Image is a complete and accurate representation of the front and back of a check which is eligible for deposit under this Agreement, including the MICR Data. The original check used to create the Check Image has not been previously deposited with us or at any other financial institution, duplicated or used to create another image or electronic fund transfer.

The Check Image satisfies our image quality standards, as we may establish them from time to time. All information you have provided to us is accurate and complete. No subsequent transferees of the Check Image, or any Substitute Check created from the Check Image shall sustain a loss as the result of the fact that the Check Image or Substitute Check was presented for payment or returned instead of the original paper check. You are a person entitled to enforce the check, all signatures on the check are authentic and authorized, the check has not been altered or forged, the check is not subject to a defense or claim in recoupment of any party that can be asserted against you and you have no knowledge of any insolvency proceeding against the drawer. You are acting in compliance with this Agreement, your deposit account agreement and all applicable laws and regulations.

**Indemnification** - With respect to your use of the Service and each Check Image that you transmit to us, in addition to any other indemnification obligations that you may have pursuant to other agreements with 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 attorneys' fees and court costs) (collectively, "Claims") arising directly or indirectly from or relating to your use of the Service or your breach of the representations, warranties or covenants set forth in this Agreement, including without limitation any such Claims relating to (a) any duplicate, fraudulent, altered or unauthorized check, Check Image or Substitute Check, (b) our acceptance of or creation of a Check Image or Substitute Check rather than requiring presentment of the original physical check, (c) your attempt to duplicate the presentation to us or any other depository institution of a Check Image through the presentation of the original physical check or any Check Image or Substitute Check derived from the original physical check, or (d) our inability to qualify as a holder in due course of any physical check or the Check Image of a physical check under the Uniform Commercial Code.

**Retention of Original Check** - When the Check Image you have submitted to us for electronic deposit has been credited to your account, you must mark the original check with the word "VOID MOBILE

DEPOSIT MM/DD/YY" in ink which cannot be erased, and you must retain the physical check securely for period of sixty (60) days. You must store the check securely, using precautions at least as secure as you would use to protect blank checks. You must make the original paper check available to us at our request at any time. If you fail to produce the original check upon our request during the sixty (60) day period, you authorize us to deduct the amount in question from your account, regardless of whether such deduction may cause your account to become overdrawn, and to pay any associated fees. At the expiration of the sixty (60) day period, you **must** destroy the original paper check.

**Funds Availability** - The funds availability schedule that we provided to you when you opened your Account or that we otherwise have made available to you will generally apply to Check Images that you deposit through the Service as if you had deposited the original physical check. However, we may, in our sole discretion, delay availability of funds from any deposit you make through the Service. If we delay availability of funds from your deposit, we will notify you either by email at the email address provided through your Online Banking enrollment or by regular mail to the mailing address of record. You may update your email or mailing address at any time through Online Banking, by clicking Options.

**Security Procedures** - You are solely responsible for the security of your access to the Service. You should not provide access to the Service to anyone other than an owner of the Account. You must comply with the security procedures or practices we require from time to time. You are also solely responsible for safeguarding the security and confidentiality of any information obtained through your use of the Service, for physical checks which you have imaged and for preventing errors or unauthorized access to the Service and/or your Accounts.

**Availability of the Service** - We will use reasonable efforts to make the Service available; however, the Service may be unavailable from time to time for maintenance or other reasons. If the Service is unavailable or any reason, you must make your deposits in another manner. We make no representations or warranties about the availability of the Service. In addition, we will not be liable for any inaccurate or incomplete transmissions deposits you have attempted to make through the Service which were not completely processed or posted.

### **Your Responsibilities**

You represent and agree to the following by enrolling for ABT-Go or by using the Service:

**Accounts Ownership/Accurate Information** - You represent that you are the legal owner of the accounts and other financial information which may be accessed via ABT-Go. You represent and agree that all information you provide to us in connection with ABT-Go is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using ABT-Go. 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 Device you will use to access ABT-Go.

**User Security** - You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using ABT-Go. You agree not to leave your Device unattended while logged into ABT-Go and to log off immediately at the completion of each access by you. You agree not to provide your username, password, PIN or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access ABT-Go, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of ABT-Go is available for use in locations outside of the United States. Accessing ABT-Go from locations outside of the United States is at your own risk.

**User Content** - You agree not to use ABT-Go or the content or information delivered through ABT-Go in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of 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 ABT-Go 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 ABT-Go; (i) interfere with or disrupt the use of ABT-Go by any other user; or (j) use ABT-Go in such a manner as to gain unauthorized entry or access to the computer systems of others.

**No Commercial Use or Re-Sale** - You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of ABT-Go or resell, lease, rent or distribute access to ABT-Go.

**Indemnification** - Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless AB&T its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors 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 (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of ABT-Go (AB&T's Mobile Banking service).

### **Other Terms**

**No Warranty** YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**Limitation of Liability** WE WILL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES RESULTING FROM YOUR USE OR INABILITY TO USE THE SERVICE, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law. Your continued use of the Service following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change. Notice of a change may be made by mail or electronically.

**We encourage you to keep this Agreement for your records.**