

Mobile Deposit Terms and Conditions: Black River Country Bank MOBILE DEPOSIT

The Mobile Deposit Disclosure and Agreement is incorporated by this reference and becomes a part of Black River Country Bank's Mobile Banking Terms and Conditions effective December 10th, 2014. All other terms and conditions of your Mobile Banking agreement remain in full force and effect.

Mobile Deposit service allows you to remotely deposit paper checks from your mobile device to your bank account by electronically transmitting a digital image of the paper check to the Black River Country Bank.

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 Black River Country Bank TouchBanking application installed on your smart phone device. The application may be downloaded from your device's application store. App Code BlackRiver

*You must be enrolled in the mobile banking service.

HOW TO NOTIFY US IN CASE OF ERRORS

If you believe there has been an error with respect to any original check or image transmitted to the Black River Country Bank for deposit, call us at (715)284-9448 or write us at 221 Main St, Black River Falls, WI 54615.

AMENDMENTS

The Black River Country Bank reserves the right, in its sole discretion, to change, modify, add or remove portions from the service. We will notify you of any material change to this disclosure and agreement via e-mail, application update or on our website by providing a link to the revised disclosure and agreement.

CUTOFF TIME AND CREDIT TO YOUR ACCOUNT

Deposits received prior to 2:45PM, Central Standard Time (CST) on a business day the Black River Country Bank is open will be credited to your account on the

same business day. Deposits received after 2:45 PM CST or on any day the Black River Country Bank is not open, including holidays, will be credited on the next business day.

FUNDS AVAILABILITY

By using this service you agree that funds deposited through Mobile Deposit are not subject to the funds availability rules of Federal Reserve Board Regulation CC. The bank reserves the right to hold funds deposited using this service at our sole discretion.

REQUIREMENTS OF TRANSMITTED CHECKS

Prior to scanning the check, you **MUST** add your signature endorsement to the back of the check as follows:

For Mobile Deposit Only

Signature

Date

You agree to follow any and all other procedures and instructions for use of the service as the Black River Country Bank may establish from time to time.

You must provide the Black River Country Bank a complete, legible and accurate image of the front of the check showing the name of the drawer/payor and signatures(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information.

You must also provide the Black River Country Bank a complete, legible and accurate image of the back of the check showing your signature endorsement.

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 \$2,500.00 and the current daily dollar aggregate item limit is \$2,500. You may deposit up to three (3) items per day through Mobile Deposit Capture, so long as the respective dollar limits are not exceeded.

The following are examples of items NOT accepted for deposit through the Mobile Deposit Capture service:

Items made payable to a third party

Items displaying a “non-negotiable”, “void” or similar notation or watermark

Items containing evidence of alteration or other indicators that call into question either the authenticity of the item or your authority to negotiate it.

Items dated more than six (6) months prior to the date of deposit.

Items previously converted to a substitute check or items that are remotely created checks defined by Regulation CC

Items issued by or through a financial institution in a foreign country

Items not payable in United States currency

Items with incomplete or illegible information

Items that are Savings Bonds

You are solely responsible for:

Transmitting to the Black River Country Bank a complete, accurate and legible image of the front and back of the original check without any alteration.

Paying any overdraft or NSF fee charged by the Black River Country Bank or any third party as a result of the Black River Country Bank's rejection of any item(s) or for any item(s) returned unpaid.

Ensuring the safekeeping or destruction of the original item after the item has been scanned, transmitted and deposited electronically.

By using the service, you represent and warrant that:

The item transmitted is a complete, accurate and unaltered item payable to you, that is originated as a paper item, and that you are legally entitled to negotiate it.

The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the service. No other duplicate images of the original check have been made.

The electronic image of the check or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability)including return item processing.Any files and images transmitted to the Black River Country Bank will not contain any viruses or any other disabling features that may have an adverse impact on the Black River Country Bank's network, data or related system.

You will comply with this disclosure and agreement and all applicable rules, laws and regulations.

Your are not aware of any factor which may impair the collectibility of the item.

You agree to indemnify and hold harmless the Black River Country Bank from any loss, due in whole or in part,