

Peoples Trust Company

Mobile Banking Terms and Conditions

Thank you for using Peoples Trust Company Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to 96924. To cancel, text "STOP" to 96924 at anytime.** In case of questions please contact customer service at 802-524-2196 or visit [www.ptevt.com](http://www.ptevt.com).

### **Terms and Conditions**

Program: Peoples Trust Company offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time.

**Questions:** You can contact us at 802-524-2196, or send a text message with the word "HELP" to this number: **96924**. We can answer any questions you have about the program.

**To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: **96924**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, Metro PCS

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of Peoples Trust Company or any service provider.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, Peoples Trust Company and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Peoples Trust Company and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Peoples Trust Company and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use.** You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Peoples Trust Company (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Peoples Trust Company or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco),

guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Peoples Trust Company, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

**Use of Google Maps:** You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

## **Mobile Deposit Service Agreement**

This Mobile Deposit Service Agreement contains the terms and conditions for the mobile deposit capture services that Peoples Trust Company may provide to you. The words “we”, “us”, “our”, and “Bank” mean Peoples Trust Company. The words “you” and “your” mean each and all of those who use mobile deposit capture services. The word “account” means any one or more deposit accounts you have with Peoples Trust Company.

**Services:** The mobile deposit capture services (“Service”) are designed to allow you to make deposits to your checking, savings or money market accounts from home, office or other remote locations by scanning checks and delivering the images and associated deposit information to Peoples Trust Company or Peoples Trust Company’s designated processor by using a mobile device with the Bank’s downloadable mobile application.

**Acceptance of these Terms:** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time and we will provide notice of such changes to you as may be required by applicable law. Your acceptance of the revised Agreement or the continued use of the Service will constitute your consent to be bound by the revised agreement. No changes to the Agreement requested by you shall be effective unless received and agreed to in writing by the Bank.

**Hardware and Software:** In order to use this Service, you must obtain and maintain, at your sole cost and expense, a compatible mobile device and/or other hardware and software that meets all technical requirements, as specified by the Bank for the proper delivery of the Service. See [www.ptcvt.com](http://www.ptcvt.com) for current hardware and software specifications. Peoples Trust Company is not responsible for any third party software you may need to use the Services. Any such software is accepted by you 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.

**Fees:** On Business accounts, each item deposited will incur a \$0.50 charge. There is no charge for deposits to Consumer accounts. Fees are subject to change at any time.

**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 Peoples Trust Company 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. This list may be amended at any time.

- 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 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 checks, as defined in Reg. CC.
- Checks drawn on a financial institution outside the United States.
- Checks not payable in United States currency.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks dated more than 6 months prior to the date of deposit.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that drawn or otherwise issued by the US Treasury Department

**Endorsements and Procedures:** Prior to electronically transmitting a digital image of the original check, you will restrictively endorse the check as follows: endorsements must be made on the back of the check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature, your account number and “FOR MOBILE DEPOSIT.” You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

You will scan the front and back of each check to be deposited. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, including the requirements under federal Regulation CC, and other regulatory agency, clearing house or association.

If the check is payable to you or your joint owner, either of you can endorse it. If the check is payable to you and your joint owner, both of you must endorse the check.

**Receipt of Deposit:** All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement. You understand and agree that electronically transmitting a digital image of a check does not constitute receipt by the bank. We shall not be deemed to have received the image for deposit until the image is posted to your account. We are not responsible for any image we do not receive.

Upon receipt of a Mobile Deposit submitted by you, the Bank may examine such Mobile Deposit and the images and other information contained therein to ensure that you have complied with this Agreement and followed the Procedures. The Bank may, at its option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent checks. If the Bank determines that you have not complied with this Agreement or followed the Procedures or if errors exist in the Images or other information contained in the Mobile Deposit, the Bank, in its sole discretion, may reject the Mobile Deposit. If after examination of a Mobile Deposit, the Images and other information contained therein, the Bank determines that you have complied with this Agreement, processed and transmitted the Mobile Deposit in accordance herewith and with the Procedures, the Bank shall accept the Mobile Deposit for deposit to your Account. Notwithstanding the fact that Bank has accepted a Mobile Deposit for processing, any credit made to your Account shall be provisional until the final settlement of the deposited item, and you shall remain liable to the Bank for any errors, inaccuracies, breach of warranties and other loss sustained by, or claim made against, the Bank.

**Availability of Funds:** Mobile Deposits confirmed as received before 3:00 PM EST on a business day will be credited to your account the same day. Deposits confirmed received after 3:00 PM EST and deposits confirmed received on holidays or days that are not our business days will be credited to your account on the following business day.

Funds from your Mobile Deposit that are received and accepted by the Bank will be made available to you on the first business day after the business day of deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

Even after Peoples Trust Company has made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to the Bank unpaid for any reason.

**Maintenance and Disposal of Transmitted Checks:** Upon verification that a Mobile Deposit has successfully posted to your account, you agree to securely retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image by marking it "VOID" and destroying it by cross-cut shredding or another commercially acceptable means of destruction. Upon our request, from time to time, you will deliver to us within 24 hours, at your expense, the requested original check. If not provided, such amount will be reversed from your account.

You agree that you will never re-present the original check. You understand that you are responsible if anyone presents the original check for payment.

**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. Mobile Deposits are limited in amount to \$ per check, \$ per day. These limits are subject to change at any time.

**Errors:** You agree to notify Peoples Trust Company of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after applicable account statement is sent. Unless you notify Peoples Trust Company within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Peoples Trust Company for such alleged error.

**Errors in Transmission:** By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Peoples Trust Company bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**User Warranties and Indemnification:** You warrant to Peoples Trust Company 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 Peoples Trust Company 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 Peoples Trust Company and its affiliates and their respective officers, directors, employees, agents, insurers (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from any loss for breach of this warranty provision.

You make the following warranties with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make a payment based on an item that has already been paid.
- There are no other duplicate images of the original check.

- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You have possession of the original check and no party will submit the original check for payment.

You agree that files and images transmitted to us will contain no viruses or other disabling features that may have an adverse impact on our network, data, or related systems.

**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 records relating to such items and transmissions.

**Mobile Capture Service Availability:** Mobile Capture may be unexpectedly, unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet Service Provider, cellular service provider and Internet software. In the event that Mobile Capture is unavailable, you may deposit original checks at our branches or through our ATM or by mailing the original check to: Peoples Trust Company: PO Box 320, St. Albans, VT 05478. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Service.

**Mobile Capture Security:** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure your mobile device remains securely in your possession until the deposit is completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. If you learn of any loss or theft of original checks, you will notify us immediately by telephone at 802-524-2196 or toll free at 800-479-2196. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. You agree to notify us promptly if your mobile device is lost or stolen or you have any reason to believe your Mobile Deposit access may have been or is subject to compromise.

**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 Service in a manner inconsistent with the terms of your Account Agreement.

**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.

**Ownership & License:** You agree that Peoples Trust Company retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Service 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 Service.

**Disclaimer of Warranties:** You agree your use of the Service 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 Service, whether express 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 Service:

- will meet your requirements
- will be uninterrupted, timely, secure, or error-free
- the results that may be obtained from the service will be accurate or reliable
- any errors in the services or technology will be corrected

**Limitation of Liability:** You agree 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 or 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 Peoples Trust Company has been informed of the possibility thereof.

