



## AGREEMENT FOR JBT MOBILE BANKING AND MOBILE DEPOSIT SERVICE

### INTRODUCTION

Within JBT's Online Banking Service you have selected to enroll in JBT Mobile Banking and Mobile Deposit Service ("Service").

### DEFINITIONS

"Access Device" refers to a cell phone, PDA, or other wireless device

"Agreement" refers to this JBT Mobile Banking and Mobile Deposit Service Agreement

"Bank", "we", and "us" refers to Jonestown Bank & Trust Co

"Customer", "you", and "your" refers to each accountholder or other person the accountholder has authorized to use this service.

"Service" refers to JBT Mobile Banking and Mobile Deposit

### AUTHORIZATION AGREEMENT

By enrolling in JBT Mobile Banking and Mobile Deposit Service you agree to the terms and conditions of this Agreement establishing the rules governing access to your accounts via Service using your own Access Device. The terms and conditions of your deposit agreements and disclosures for each of your Bank accounts as well as other agreements with the Bank, such as your Online Banking Agreement, continue to apply notwithstanding anything to the contrary in this Agreement. The legal relationships, fees, and the terms and conditions between you and your wireless service provider will be governed by the terms of the contract between you and them, and will not be binding on us.

### TERMS AND CONDITIONS

1. We will use reasonable efforts to make the Service available for your use on a continuous basis, but do not guarantee the Service will always be available for your use. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use diligent efforts to re-establish the Services as promptly as possible. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact.
2. You are responsible for providing your own hardware and software to access the Service. Your use of your hardware and software is at your own risk. The hardware and software that you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code. We do not guarantee functionality of the Service on all access devices. You are responsible for the charges of any wireless service provider.
3. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.
4. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

Please contact us at 717-274-5180 or [eservice@bankjbt.com](mailto:eservice@bankjbt.com) with any questions you may have regarding the above information and disclaimers. You can also mail us at:

Jonestown Bank & Trust Co.  
Attn: Electronic Banking Department  
421 E Penn Ave.  
Cleona PA 17042

**Customer Acknowledgement.** Customer understands that any action taken pursuant to this Agreement will be conducted by electronic means that complies with the operating and security procedures applicable to this Service. Customer affirms that Customer's acts described in this Agreement will be attributed to Customer and will constitute the duly authorized electronic signature of Customer.

**Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. See [www.bankjbt.com](http://www.bankjbt.com) for current hardware and software specifications. The Bank is not responsible for any third party software you may need to use the Service. Any such software is subject to the terms and conditions of the software agreement with the third party software provider. Third party service and data fees may apply through your device provider.

**Limitations of Service.** When using the Service, you may experience technical or other difficulties. We will attempt to post alerts to our website(s) 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. The Service has some 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 Service, in whole or in part, or your use of the Service, in whole or part, immediately and at any time without prior notice to you.

**Ownership & License.** You agree that the Bank retains all ownership and proprietary rights in the Service, 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. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Bank's business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

**Change in Terms.** This Agreement is subject to change from time to time. We will notify you of any material change, including fees, via mail, email, text/statement message, or on our website(s). Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, the Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

**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 Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your Deposit Account Agreement, Agreement for Online Banking Service, Agreement for Mobile Banking Service, related disclosures or any other agreement with us.

**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.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT 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 NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE THAT 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 SERVICE 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 WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

#### **JBT MOBILE DEPOSIT ADDITIONAL TERMS INTRODUCTION**

The following terms are applicable to your use of JBT Mobile Deposit.

**Service.** JBT Mobile Deposit is designed to allow you to make deposits to your checking account, money market checking account, or statement savings account from your camera-enabled mobile device capable of capturing check images and information and delivering the items and associated deposit information to the Bank or the Bank's third-party processor.

**Eligibility Requirements.** At the time of enrollment, your accounts must have no more than two overdrafts or returned checks in the past 6 months and be in good standing with no other restrictions on the account or your enrollment may be declined. New accounts may not be eligible to use the service for the first 30 days. A valid email address is required to receive communications concerning any deposit made through JBT Mobile Deposit.

**Eligible Items.** You agree to scan and deposit only checks as defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be 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 obvious alteration, 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 previously converted to a substitute check, as defined in Reg. CC
- Checks drawn on a financial institution located outside the United States
- Checks that are remotely created checks, as defined in Reg. 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 Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your account with us.
- Checks payable on sight or payable through drafts, as defined in Reg. CC
- Checks with any endorsement on the back other than that specified in this Agreement
- Checks that have previously been submitted through JBT Mobile Deposit or through a remote deposit capture service offered at any other financial institution
- Checks that have previously been submitted at any Financial Institutions branch or ATM.

**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through JBT Mobile Deposit as "For Mobile Deposit only at JBT" below your signature or your deposit may be rejected. Both your signature and the restrictive endorsement are required. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

**Receipt of Items.** We reserve the right to reject any item transmitted through JBT Mobile Deposit, at our discretion, without liability to you. We are not responsible for items 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 us 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. Please retain any item transmitted through the Service for two business days before destroying to give sufficient time to verify the deposit. 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 or an item returned to us for any reason. You will be notified by email if any item(s) in your deposit have been rejected.

**Availability of Funds.** You agree that items transmitted using JBT Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 6:00 pm Eastern on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using JBT Mobile Deposit will generally be made available the next business day after receipt of the items. Saturdays, Sundays, and federal holidays are not considered business days. In the event that we close prior to 6:00 pm Eastern for any reason, the time of closing will be considered the cut-off time for that business day.

**Disposal of Transmitted Items.** Two business days after your account has been credited for the item(s) you agree to render the item(s) incapable of further transmission by marking the item(s) "electronically deposited" or "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. This ensures that the item was an eligible item, with the proper endorsements, and was not rejected by JBT.

**Deposit Limits.** All items deposited via JBT Mobile Deposit are subject to Bank review and/or approval. We reserve the right to impose limits on the amount(s) and/or number of items that you transmit using the Service and to modify such limits from time to time. Deposits to consumer accounts should be \$5,000 or less per business day and \$10,000 or less for any calendar month. Deposits to business (non-personal) accounts should be \$10,000 or less per business and \$20,000 or less for any calendar month. Saturdays, Sundays, and federal holidays are not considered business days.

**Fees and Charges.** Consumers agree to pay the fees and charges as set forth in the Fee Schedule for consumer accounts, as amended from time to time, for your use of the Service. As of 2/1/17, there is no fee for consumer use of Mobile Banking or Mobile Deposit. Businesses (non-personal accounts) agree to pay the fees and charges as set forth in the JBT Online Banking / eStatement Enrollment (Non-Personal Accounts) form or in the Agreement for JBT Business Online Banking Service Exhibit A, as amended from time to time, for your use of the Service. As of 2/1/17, there is no fee for business' (non-personal accounts) use of mobile banking. As of 2/1/17, there is a fee of \$4.95 per month for business' (non-personal accounts) use of mobile deposit. For business accounts, you agree that all such fees and charges will be deducted from the Bank checking account designated as the "Checking Account to Charge" on Schedule A of the Agreement for JBT Business Online Banking Service or from the Primary checking account listed on the JBT Online Banking / eStatement Enrollment (non-personal accounts) form. All users are responsible for telephone, Internet, or data plan service fees incurred in connection with your use of the Service.

**Errors.** You agree to follow our error notification process as outlined and defined in the Deposit Account Agreement governing your account.

**Presentment.** The manner in which the items are cleared, presented for payment and collected shall be in the Bank's sole discretion subject to the Deposit Account Agreement governing your account.