

West Shore Bank  
Mobile Deposit Terms and Conditions

Agreement

This Agreement and any amendment or addenda to this Agreement establishes the rules that cover your electronic access to your accounts at West Shore Bank through Mobile Deposit. By using West Shore Bank's Mobile Deposit services, you accept all the terms and conditions of this Agreement. Please read it carefully.

Definitions

The following definitions apply in this Agreement:

- "We," "our," "us" and "Bank" mean West Shore Bank.
- "You" and "your" refer to the account holder authorized by Bank to use System Services under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through System Services.
- "Account" or "Accounts" means your accounts at the Bank.
- "Mobile Deposit" is a service that allows customers to deposit checks to their accounts using a camera on their mobile device.
- "User ID" is the customer selected identification code used for connection to the System Services.
- "Password" is the customer selected identification code that establishes your connection to the System Services.
- "System Services" means the services provided pursuant to this Agreement, for mobile remote deposit services.
- "Software" means the software in object code form utilized to provide the System Services.
- "Business days" mean Monday through Friday, excluding holidays observed by the Bank.

Software License

Subject to your compliance with all terms and conditions set forth in these terms, Bank hereby grants to you, the end user, a personal, limited, non-commercial, non-transferable, non-sub-licensable, non-assignable, revocable license to use one (1) copy of the Software, solely on the mobile device for which that Software was created, for the sole purpose of personally using the System Services. The Software is provided to Bank under license by a third party. Except for those rights expressly granted under these terms, the third party reserves all right, title, and interest in and to the Software, and no other rights are granted, either express or implied, to you. You acknowledge and agree that, upon your acceptance of these terms, Bank, its licensors, suppliers, publishers, or any third party will have the right (and will be deemed to have accepted the right) to enforce these terms against you.

If you download the Software from the Apple, Inc. App Store, you acknowledge that these licensing terms are entered into solely between you and Bank, and not with any third party,

including Apple, Inc. These licensing terms are not intended to provide for usage rules for the Software that are less restrictive than the usage rules set forth for licensed applications in, or that conflict with, the App Store Terms of Service as of the date that you accept the App Store Terms of Service (which you acknowledge you have had the opportunity to review). You also acknowledge and agree that: in the event of any third party claim that your possession or use of the Software or System Services infringes any third party's intellectual property rights, as between Bank and Apple, Bank will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; Apple has no responsibility for addressing any claims relating to the Software or System Services, including but not limited to: (i) product liability claims; (ii) maintenance and support; (iii) any claim that the Software or related mobile banking services fail to conform to any applicable legal or regulatory requirement; and (iv) any claims arising under consumer protection or similar legislation; and Apple and its subsidiaries are intended third-party beneficiaries of these terms, and that, upon your acceptance of these terms, Apple and its subsidiaries will have the right (and will be deemed to have accepted the right) to enforce these terms against you.

### System Services

You can use the System Services to deposit paper checks with the Bank.

### Hours of Access

You can use the System Services seven days a week, twenty four hours a day, although some or all System Services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Bank website. For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Mobile Banking transaction requests received after 4:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 a.m.

### Restrictions

You must comply with all applicable laws when using the Software and System Services. You will not, and will not permit anyone else to, access or use the Software or System Services in any way that Bank deems illegal or otherwise wrongful or inappropriate. You will not: (a) reverse engineer, decompile, or disassemble the Software; (b) modify, translate, adapt, arrange, or create derivative works based on the System Services or the Software; (c) export the Software in violation of applicable export control laws; (d) remove or alter any identification, copyright, or other notices included as part of the Software or System Services; (e) use the Software or System Services in a manner that threatens the integrity, performance, security, or availability of the System Services, or in a way that may subject Bank, its licensors, suppliers, publishers, or any third party to harm or liability; (f) use the System Services while driving a motor vehicle; (g) distribute, rent, loan, lease, sell, sublicense, copy or otherwise transfer all or part of the Software; or (h) grant any access to the Software or the System Services, or any of the rights granted hereunder, to any other person.

## Feedback

If you provide feedback to Bank regarding the Software or the System Services, you authorize Bank to use that feedback without restriction and without payment to you. Accordingly, you hereby grant to Bank a perpetual, irrevocable, fully sub-licensable and assignable license to use any such feedback in any manner and for any purpose.

## Enrollment

Enrollment requires identification of the user's banking relationship with Bank as well as verification of the mobile device associated with the Account. The mobile device number is confirmed via a verification PIN sent via SMS text to the mobile device. You will have to enter the PIN during enrollment when prompted. You will have the ability to customize alerts and other preferences which will determine, together with Account data, the frequency of alerts delivered. Message and data alerts may apply. This service will be ongoing. You will be allowed to opt out of this service at any time.

## Supported Mobile Devices

Mobile Banking is supported on Android smart phones, iPhones and iPad tablets. You confirm that the mobile device number(s) provided to Bank is/are owned by you or are under your control and that any communication from and to the said device(s) is and shall be with your knowledge and consent. You agree to inform Bank within two business days of any change in the mobile device number(s), loss or theft of your mobile device(s), the mobile device(s) being outside of your control and/or any other change that may affect the provision of Mobile Banking services to you. In all circumstances, you accept the full responsibility for any and all instructions sent to us from the mobile device(s) and hereby authorize the Bank to act on the instructions and process any and all transactions received from your mobile device(s).

## Information Storage

You understand and agree that we may, at our sole discretion, record any and all information, instructions or transactions relayed from your mobile device(s) directly to Bank or through intermediaries and to the mobile device(s) directly from us and/or from intermediaries and collect and store the same along with all information in such form and manner as we deem necessary and appropriate. You agree that the data and information stored may be relied upon by Bank.

## Disclosure of Account Information

You acknowledge that in connection with your use of Mobile Deposit, the Bank and its affiliates and service providers may receive and may share certain information provided by you or from other sources in connection with your use of Mobile Deposit. Bank, its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use. Bank, its affiliates and service providers reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking services 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. Bank, its affiliates and service providers also reserve the right to monitor use of Mobile Banking and Software for purposes of verifying compliance with all laws and regulations, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter or edit any content.

The West Shore Bank Website Privacy Statement may be found at the following location:  
<http://www.westshorebank.com/website-privacy-policy>

### Usage Restrictions

You agree not to use Mobile Deposit and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose. You further agree that your use of the System Services and Software will be 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 U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or Software to transmit or disseminate 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 or 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.

### Limitation of Liability

You acknowledge that West Shore Bank's Mobile Deposit is dependent on the infrastructure, connectivity and services provided by the cellular phone service providers ("Service Providers") and the Intermediaries engaged by us. You accept that timeliness, accuracy and readability of SMS texts and instructions/information shall depend on factors affecting the Service Providers and Intermediaries. We shall not be liable for non-delivery or delayed delivery of payments, error, loss or distortion in transmission of information and Instructions to/from you or a merchant or other payment recipient.

NEITHER BANK NOR ITS LICENSORS, SUPPLIERS, OR PUBLISHERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES, RESULTING FROM YOUR ACCESS OR USE OF THE SOFTWARE OR SYSTEM SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS, THE MAXIMUM TOTAL LIABILITY OF BANK, ITS LICENSORS AND SUPPLIERS, PARTNERS, AND YOUR CARRIER TO YOU FOR ANY CLAIM RELATED TO THE SOFTWARE OR THE SYSTEM SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$10. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN

THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### Disclaimer of Warranties

YOUR USE OF THE SOFTWARE AND SERVICE IS AT YOUR SOLE RISK. THE SOFTWARE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WEST SHORE BANK, ITS LICENSORS, SUPPLIERS, AND PUBLISHERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WEST SHORE BANK DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SOFTWARE OR SERVICE OR THAT ANY DATA SENT BY YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE AMOUNT OF TIME. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DELAY OR LOSS OF ANY KIND THAT RESULTS FROM YOUR ACCESS OR USE OF THE SOFTWARE AND SERVICE, INCLUDING LOSS OF ANY LOSS OR HARM TO YOUR MOBILE DEVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WEST SHORE BANK, THROUGH OR FROM THE SERVICE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

If software that you download from the App Store fails to conform to any applicable warranty, you may notify Apple, and Apple will refund you the purchase price you paid for the software, if any. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the software.

### Indemnity

You will defend, indemnify and hold Bank, its affiliates, directors, officers, agents, employees, and its licensors, suppliers, and publishers harmless from any costs, damages, expenses, and liability caused by your use of the Software or System Services, your violation of these terms, or your violation of any rights of a third party through use of the Software or System Services.

### Mobile Deposit Services

Bank provides mobile deposit services that will allow customers to deposit monies in the form of a check to your checking and/or savings Accounts from home or other remote locations using a camera from a mobile device. To use this service, you must be a Bank checking account holder and have agreed to the Terms and Conditions, Agreements and/or Disclosures applicable to Bank accounts. Bank reserves the right to limit the availability to qualifying customers, revoke the mobile deposit capture service at any time for any reason and to limit the number of deposit items you may deposit through this

service or any of its features. There is a fee for this service. Please see fee schedule below.

By participating in this service and using mobile deposit, you acknowledge and accept this Agreement and you agree to the mobile banking terms and conditions stated above, as they may be amended from time to time, and any other terms and conditions and disclosures provided to you in conjunction with these services and your Accounts.

#### 1. Prohibited Transactions

You can deposit checks when using Mobile Deposit; however, there are some checks that you cannot deposit using this service. These include:

- Checks payable to any person or entity other than you
- Checks containing any alteration of which you believe to be fraudulent or not authorized by the owner of the account on which the check is drawn
- Any checks that are not in original form, with a signature, such as substitute checks or remotely created checks
- Checks written off an account at a financial institution located outside the United States
- Checks not payable in United States currency
- Travelers Checks or money orders
- Checks dated more than 30 days prior to the date of deposit

In addition, any check that you attempt to deposit using Mobile Deposit is subject to verification by Bank. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting a Bank branch.

#### 2. Fees and Charges

You agree to pay the fees and charges for your use of Mobile Deposit Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from your checking account at the Bank. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone, text message and internet service fees you incur in connection with your use of the service.

#### 3. Receipt

West Shore Bank is not responsible for items that we do not receive. Processing and/or errors may and can occur after we acknowledge receipt that may impact transaction completion.

#### 4. Processing Times

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Mobile Remote Deposit Capture transaction requests received after 4:00 p.m. EST on business days and all

transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 a.m.

## 5. Availability of Funds

Once deposited, subject to the processing times above, the following rules may apply:

- Funds availability is based on what is outlined in the Bank's Funds Availability policy
- New Bank customers will be allowed a maximum \$1,000 daily limit. New accounts will be reviewed after 60 days and the limit will be adjusted based on good account standing.
- Current Bank customers that are in good account standing will be allowed to make mobile deposits.
- Some mobile deposits may be reviewed by Bank staff for approval and/or may be rejected.

## 6. Original Check Destruction

Prominently mark physical checks deposited as 'Electronically Presented' or 'Void' once you have verified that the check has cleared in your account. Also, destroy checks 7-10 days after submission to ensure they are not represented for duplicate payment. You also hereby agree not to represent any item for repayment and will be liable for checks that are presented more than once.

## 7. Image Quality

The image of the check must be legible and must comply with the requirement established from time to time by ANSI, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association. The mobile application will notify you if an image is not acceptable and instruct you to retake the picture.

## 8. Limits

Mobile Deposit Capture Limits are based upon the amount of time the account has been open at the Bank. The charts below outline the limits that you can process based on that time frame. Check Amount refers to the largest dollar amount of a check in the deposit. The deposit amount is the highest dollar limit of a single deposit. The daily total amount is the limit for all deposits made in a single day. The weekly total amount is the cumulative limit for all deposits in a week. The monthly total amount is the rolling limit for all deposits made through Remote Deposit Capture in the last thirty (30) days.

Customer Accounts open less than 60 days.	Check Amount	\$1,000.00
	Deposit Amount	\$1,000.00
	Daily Total Amount	\$1,000.00
	Weekly Total Amount	\$1,000.00
	Rolling 30 Day Total Amount	\$2,500.00

Customer Accounts open greater than 60 days.	Check Amount	\$ 2,500.00
	Deposit Amount	\$ 2,500.00
	Daily Total Amount	\$ 2,500.00
	Weekly Total Amount	\$ 2,500.00
	Rolling 30 Day Total Amount	\$ 7,500.00

1. Access Inactivity

Accounts that continue to be inactive for 6 months will be deactivated.

2. Password

You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. Upon three unsuccessful attempts to use your password, your access to System Services will be locked. You must contact us during normal business hours to have your access unlocked or to obtain a new temporary password. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down. For your protection, utilizing password save features is not recommended for financial applications. Do not leave your mobile device unattended while you are logged in to System Services. If you believe your password has been lost or stolen, please change your password immediately and notify Customer Service at 888-295-4373. If your mobile device is lost or stolen, please immediately notify our Customer Service at 888-295-4373.

3. Security

You understand the importance of your role in preventing misuse of your accounts through Mobile Deposit and you agree to monitor your accounts regularly and promptly examine your account statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account. Your password and login ID are intended to



provide security against unauthorized entry and access to your accounts. Data transferred via System Services is encrypted in an effort to provide transmission security and System Services utilize identification technology to verify that the sender and receiver of System Services transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that Mobile Banking is secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing System Services, or email transmitted to and from us, will not be monitored or read by others.

#### 4. Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any System Services, increased liability for you or stricter limitations regarding Mobile Deposit, we agree to give you notice before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Bank website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of the subject System Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

#### 5. Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank website or by email. You agree to notify us immediately of any change in your email address.

#### 6. Fees

Although most features of Mobile Banking services are complimentary, the Bank has sole discretion to charge for various mobile services. You agree to pay the fees and charges for your use of System Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from your Bank checking Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. Please consult with your wireless provider or plan for details as message and data rates may apply. In addition, Bank will try to ensure that everyone can participate, but depending on your carrier, plan and mobile device, we cannot guarantee compatibility or that mobile banking will work for you. Please see the fee schedule below for Mobile Remote Deposit Capture fees.

## 7. Your Right to Terminate

You may cancel your service at any time by providing us with written notice or in person. In addition, you may terminate your use of the Software at any time by deleting the Software from your mobile device. You will remain solely liable for all obligations related to use of the Software or System Services from your mobile device, even after you have stopped using the Software or System Services. Neither Bank nor any of its licensors, suppliers, or publishers are liable to you or to any third party for any loss caused by any termination of System Services or termination of your access to the Software.

## 8. Our Right to Terminate

You agree that we can terminate or limit your access to Mobile Deposit services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Accounts. System Services may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon three business days' notice, if you do not contact us to designate a new primary checking account immediately after closing your primary checking account.
3. Upon reasonable notice, for any other reason at our sole discretion.
4. If we have reason to believe fraud has occurred or is occurring on your Account.

## 9. Additional Terms

The terms and conditions of the deposit agreements and disclosures for each of your Accounts as well as your other agreements with Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal and state laws (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon you and your heirs, and upon the Bank and its successors and assigns. Certain obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, constitutes the entire agreement between you and Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

## 10. Contact Us

You can communicate with us in any of the following ways:

<b>In Person</b>	Visit any West Shore Bank branch
<b>Email</b>	custserv@westshorebank.com
<b>Telephone</b>	1-888-295-4373
<b>Fax</b>	1-231-845-3516
<b>Postal Mail</b>	West Shore Bank Attn: Mobile Banking 201 W Loomis St PO Box 627 Ludington, MI 49431-0627

### Fee Schedule

The following fee schedule applies for the Mobile Remote Deposit Capture service. By using this service, you agree to pay the fees and charges for your use of System Services as set forth in the current fee schedule. You agree that all such fees and charges will be automatically deducted from your primary checking Account.

- \$0.50 fee per check deposited through Mobile Deposit

These fees are subject to change at any time. If the fee schedule changes, we agree to give you notice before the effective date of any such change.

### Key Summary Items

- \$0.50 fee per check deposited through Mobile Deposit
- Endorse items properly with signature and the words MOBILE DEPOSIT
- Checks deposited after 4:00 pm will be processed with next day's business
- Deposits are subject to the Bank's Funds Availability Policy
- Keep deposited check(s) for 7-10 business days after submission