

CCNB Online Banking Agreement

This Online Banking Agreement, for accessing your accounts via Coastal Carolina National Bank Online Banking, explains the terms and conditions governing the online banking, and other banking related services offered through Coastal Carolina National Bank Online Banking. Only accounts maintained with Coastal Carolina National Bank may be accessed by Coastal Carolina National Bank Online Banking. Please read this Agreement and indicate your acceptance by clicking "I Accept" at the bottom of the page to continue the enrollment process.

Introduction

Consent to Agreement This Coastal Carolina National Bank Online Banking Agreement governs your use of Coastal Carolina National Bank Online Banking website. Throughout this website, the Agreement will be referred to as "Agreement". You agree to receive this Agreement and Initial Disclosures electronically. After you have carefully read this Agreement, you will be asked to consent to all the terms and conditions of this Agreement. Your accessing any of your eligible accounts through Coastal Carolina National Bank Online Banking acknowledges your receipt and understanding of this Agreement. We suggest that you print a copy of this Agreement for future reference.

Definitions

The following definitions apply in this Agreement.

Access ID – The Bank-generated identification code assigned to you for your connection to the Service.

Bank – Coastal Carolina National Bank

Bill Payment – The online service that enables the scheduling of bill payments using a personal computer

Business Day – Our Business Days are Monday through Friday. Federal holidays are not included. You may access Online Banking 24 hours a day, seven days a week, except during periods of maintenance.

Business Day Cut-Off – For posting purposes, the Bank will process all transactions completed by 5:45 p.m. on that business date. Transactions completed after 5:45 p.m. Eastern Time, USA, including transfers, will be processed on the following Business Day.

Consumer Accounts – Means a demand deposit or other account in the name of an individual held for personal, family, or household purposes.

Online Banking – The Internet-based service providing access to your Bank account(s) with the Bank.

Password – Refers to the customer generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service Online Banking.

We, Us, or Our – Refers to Coastal Carolina National Bank and any agent, independent contractor, designee, or assignee the Coastal Carolina National Bank may involve in the provision of Coastal Carolina National Bank Online Banking.

You or Your – Refers to the individuals, corporations, partnerships, limited liability companies, and sole proprietorships subscribing to or using Coastal Carolina National Bank Online Banking

Online Banking Fees - Coastal Carolina National Bank Online Banking is available to our personal customers at no monthly charge for account information and transfers between accounts. Account must be in good standing. Services may be restricted at any time.

Stop Payments on Checks - Online Stop Payments are for CHECKS ONLY. To be effective, a Stop Payment order must identify the payment sufficiently and be received in time to allow the institution a reasonable opportunity to act on it. Stop Payments expire 6 months after the date of issuance. Standard stop payment fees apply.

Internet Security Information

Coastal Carolina National Bank Online Banking is part of a network that utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. In-depth information on many of the techniques and features employed by the system can be viewed and are explained in our Security Statement. In addition to our login security, we use SSL (secure socket layer) encryption technology for everything you do on the Coastal Carolina National Bank Online Banking system. Whenever SSL is securing your communications, the browser will typically indicate the “secure session” by changing the appearance of a small icon of a padlock at the bottom of the screen from open to locked. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Special Information about E-Mail

Coastal Carolina National Bank provides you with the ability to send emails to the Bank at customersupport@myccnb.com and receive e-mails from customersupport@myccnb.com. Online Banking uses a secure e-mail system. Please remember that we will not immediately receive an email sent by you. No action will be made on any email you send to us until we actually receive your message and have a reasonable opportunity to act on it. Do not use this manner of communication to report a lost or stolen debit card. Emails outside the Online Banking Network may not be secure. Contact us by telephone at the number listed below. If you need to report your debit card lost or stolen after business hours, contact us at 1-800-554-8969. If urgent action is required, we recommend that you contact Coastal Carolina National Bank directly by telephone at 843-839-2265 between 8:30 a.m. and 5:00 p.m., Monday – Thursday and between 8:30 a.m. and 5:30 p.m, Friday or in person at a Coastal Carolina National Bank location. E-mail cannot, however, be used to initiate transactions on your accounts. From time to time, we may send important notices to you by secure email.

Security

Security is very important to Coastal Carolina National Bank. When you login to Online Banking for the first time, you will use your account number and the last four digits of your social security number. You will then be prompted to select a new “Access ID” and “Password” that you will thereafter use to gain access to your accounts. Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data. Your Access ID and Password should be eight to twelve characters that include one uppercase letter and one number. Keep your password safe. Memorize your password and never tell it to anyone. You will be prompted to change your password every ninety (90) days. If you would like to change your password more frequently, this can be done at any time, after you are logged in, from the “preferences” menu. Your session time is limited to sixty (60) minutes. But to help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for fifteen (15) continuous minutes. This is to protect you in case you accidentally leave your computer unattended after you log in. When you return to your computer, you will be prompted to re-enter your password and your session will re-start. It is very important that

you properly log out of Online Banking by clicking the LOGOUT button at the top right of the screen. Logging out is the only way we know you have ended your session. If your Access ID and Password is dormant for a prolonged period of time, for security purposes, we may restrict access and require you to reapply. If Online Banking is not available due to malfunction of the system or circumstances beyond our control, you should access your accounts by other means such as visiting our branch, ATM access, check, debit card, our automated telephone banking service, or by telephoning us. Coastal Carolina National Bank and its third party providers are not responsible or liable for any expenses or losses incurred by you as a result of the on-line service being unavailable.

Account Access

You may use the Online Banking to:

- Obtain Account balances
- Transfer funds between eligible accounts (checking, savings, money market, and loan) on a one-time or recurring basis
- Transfer funds from checking, savings and money markets to make payments to your loan and/or line of credit
- Access to Bill Payment Services; Review transaction history
- Receive images of checks
- Send secure e-mail to customersupport@myccnb.com
- Print statements
- Place Stop Payments on checks issued on checking and HELOC accounts
- Download account information to personal software program.
- Online Account Statements
- Business Accounts (if applicable)

Balance Inquiries and Transfers

You may use Coastal Carolina National Bank On-line Banking to check the balance of your accounts and transfer funds between your eligible accounts. The balances shown in your accounts may differ from your records due to deposits not available for withdrawal, outstanding checks or other withdrawals, payments or charges. If you have further questions, contact us at customersupport@myccnb.com

Limitations on Frequency of Transfers

You may initiate an unlimited number of transfers from your checking account(s). For savings and money market accounts, applicable federal regulations impose certain limits to pre-authorized, automatic and telephone transfers (including online transfers), draft, or similar order payable to third parties to six per statement cycle. If a hold has been placed on deposits made to an account from which you wish to transfer funds or a restriction has been imposed, you cannot transfer the funds.

In Case of Errors or Questions about Your Electronic Transfers

Telephone us at 843-839-2265

Write to us at: Coastal Carolina National Bank

1012 38th Ave. N.

Myrtle Beach, SC 29577

Or E-mail us at customersupport@myccnb.com

You must contact Coastal Carolina National Bank immediately if you believe your receipt or statement is incorrect or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared. In contacting the Bank, you must:

- Tell us your name and account number. Describe the error or the transfer in question, and explain why you believe it is an error or why you need more information.
 - Tell us the dollar amount of the suspected error.
 - Tell us the date on which the suspected error appeared on your account statement.
- If you tell us verbally, we will require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days and will correct any error promptly. If more time is needed, however, we may take up to forty five (45) days to investigate your complaint or question. If this occurs, we will provisionally credit your account within ten (10) business days for the amount you believe is in error. This will allow you use of the funds during the time it takes us to complete our investigation. If we do not receive your complaint or question in writing within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error if timely notification occurred. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If we have given provisional credit, a corresponding debit will be withdrawn from your account.

Notice of Your Liability

Contact the Bank at once if you believe your Access ID and/or Password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer funds from your accounts without your permission. Contacting us by telephone is the best way to reduce any possible losses. If you contact us within two (2) business days after you learn of the loss, theft, compromise, or unauthorized use of your Access ID and/or Password, your liability, or you should have learned, will not exceed fifty dollars (\$50) if someone used your Access ID and/or Password without your permission. If you do not contact us within two (2) business days after you know, or should have known, of the loss, theft, compromise, or unauthorized use of your Access ID and/or Password, and we could have prevented someone from using your Access ID and/or Password without your permission, your liability could be as much as five hundred dollars (\$500). If your statement shows transfers that you did not make, contact the Bank at once. If you do not tell the Bank within sixty (60) days after the statement was mailed to you, you will be held liable for the amount of any unauthorized transfer(s) made after the sixty (60) day time period if it is reasonable to conclude that the transfer(s) would not have occurred had you notified us within the sixty (60) day time period.

Event of Unauthorized Transfer

If you believe your Access ID and/or Password have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us at 843-839-2265 or write to: Coastal Carolina National Bank 1012 38th Ave. N., Myrtle Beach, SC 29577

Bank Liability

If we do not complete a transfer to or from your account timely or in the correct amount according to our Agreement with you when you have properly instructed us to do so, we will be liable for the dollar amount of the transfer or amount you lost; however, there are some exceptions. We will not be liable, for instance:

- If you have not properly followed the instructions on how to initiate a transfer.

- If, through no fault of the Bank, you do not have available funds in your account to complete the transfer
 - If the transfer would exceed the credit limit on your overdraft line, if applicable.
 - Funds in your account are subject to legal process or other restrictions prohibiting the transfer.
 - If you, or anyone authorized by you commits, or attempts to commit, any fraud or violates any law or regulation. If you believe someone has accessed your account(s) without your permission and you fail to notify the Bank immediately.
 - If we have a reasonable basis for believing the unauthorized use of your Access ID and/or Password or account has occurred or may be occurring, or if you default under this Agreement or any other Agreement with us or if the Agreement is terminated by either party.
 - If On-line Banking or your personal electronic devices were not working properly and you knew about the breakdown or malfunction when you initiated, or attempted the transfer.
 - Circumstances beyond the Bank's control prevent the proper completion of the transaction, despite reasonable precautions taken by the Bank. Such circumstances include, but are not limited to fire, flood, tornado, hurricane, power failure, quality of your telephone line, disconnections, delay in the U.S. Mail or other uncontrollable circumstances.
 - Applicable laws and/or regulations exempting us from liability.
- Provided none of the circumstances above are not applicable, if we cause an incorrect amount of funds to be removed from your account, our sole responsibility to you will be to return improperly transferred funds to your account.

Disclaimer of Warranty

THE BANK MAKES NO WARRANTIES WITH RESPECT TO ITS ONLINE BANKING SERVICE, NOR DOES THE BANK WARRANT THAT ITS ON-LINE BANKING WILL MEET SPECIFIC REQUIREMENTS OF A CUSTOMER. NEITHER DOES THE BANK MAKE ANY KIND OF WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE USE OF ITS ON-LINE BANKING. THE BANK EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

We may, on a regular basis, perform maintenance on our equipment or the Online Banking system, which may result in interrupted service in Online Banking. We also may need to change the scope of our Online Banking services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We make no representation that Online Banking services will be uninterrupted or error free. Our sole obligation to you arising out of non-availability of Online Banking, or an interruption or delay in providing Online Banking shall be to use commercially reasonable efforts to resume such services. In no event shall the Bank or any of its officers, directors, employees, agents or subcontractors be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits arising in any way out of the installation, use, or maintenance of any computer equipment, the Online Banking service or your use of the Bank's Online Banking services. However, nothing in this section is intended to limit your rights you may have under Federal law or otherwise provided in this Agreement.

Indemnification

You agree to indemnify and hold harmless the Bank against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) your use of its online banking service; (ii) any breach

by you of the provisions of this Agreement; (iii) any dispute between you and any third party in connection with the use of the Bank's online banking service; and (iv) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this Section will survive termination of this Agreement.

Limitations of Liability

Except as set forth specifically in this Agreement, in no event will the Bank be liable to you for any damages, including lost profits, lost savings or other direct, indirect, incidental, special or consequential damages arising out of your use or inability to use its on-line banking service or for any claim by another party. The Bank's duties and responsibilities in connection with its online banking service are limited to those described in this Agreement. The Bank will be deemed to have exercised ordinary care and to have acted reasonably if the Bank has acted in accordance with the terms of this Agreement and will be liable for loss sustained by customer only to the extent such loss is caused by the Bank's gross negligence or willful misconduct. The Bank will not be liable for any consequential, special or punitive damages, regardless of the Bank's act or omission. The Bank will have no liability for any loss or damage:

- Related to the dishonesty of your employees, officers or agents;
- Resulting from any receiving financial institution's failure to accept any on-line banking transaction or request
- Resulting from any delay in the performance of this Agreement, which is caused by an act of God, fire or other casualty, electrical or computer failure, delays or failure to act by any carrier, medium or agent operating between the Bank and you, or between the bank and third parties, or any other condition outside the Bank's control.

No third party will have rights or claims against the Bank under this Agreement. The terms of this section will survive termination of this Agreement.

Virus Protection

The Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their personal computer and diskettes using a reliable virus product to detect and remove any viruses. Undetected viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

New On-line Banking Services

The Bank may, from time to time, introduce new Online Banking services. We shall update this Online Access Agreement to notify you of the existence of these new Online Banking services. By using these Online Banking services when they become available, you agree to be bound by the terms contained in this Online Banking Agreement, as may be amended from time to time.

Electronic Bill Payment Through the Bank's website:

In addition to Online Banking, you can access a third party Bill Payment Service, which will allow you to electronically pay third parties. Bill payment transactions will be drawn against your account in accordance with the instructions you provide to the Bill Payment Service. If you elect to use the Bill Payment Service, in addition to this Agreement, you must agree to separate terms and conditions with the Bill Payment Service that will govern the relationship with your Bill Payment Service. These separate terms and conditions with the Bill Payment

Service will govern among other things, applicable charges and fees imposed by the Bill Payment Service, permissible types of payments and limitations, liability for unauthorized transfers through the Bill Payment Service, dispute resolution, termination rights and contact information with the respect to the Bill Payment Service.

Termination

You may terminate your use of Online Banking at any time by calling the Bank at 843-839-2265, by visiting the Bank, or writing to us at Coastal Carolina National Bank, 1012 38th Ave. N., Myrtle Beach, SC 29577. You must notify us within ten (10) days prior to the date you wish to have your On-line Banking terminated. Your request to terminate must be in writing, signed and dated by you and presented to the Bank. We may terminate your access to Online Banking, in whole or in part, at any time without notice, if you do not comply with the terms of this agreement, or the Agreements governing your Accounts, if your account(s) is not maintained in good standing, or if we believe that you have handled your Account(s) in a fraudulent or improper manner. We may also terminate your access to Online Banking for any other reason by giving you twenty (20) days notice. Termination will not affect your liability under this Agreement for transactions that we have processed on your behalf.

Governing Law and Jurisdiction

This Agreement and the account or Online Banking you are accessing via Coastal Carolina National Bank will be governed by and interpreted in accordance with the laws of the State of South Carolina. You agree that all actions relating to this Agreement shall only be brought in the State of South Carolina.

Assignment

This Agreement may not be assigned to any other party by you. We may assign or delegate, in part or whole, to any third party.

Amendments

Terms and conditions of this Agreement may be amended, in whole or part, by the Bank at any time with thirty (30) days written or electronic notification to you prior to the change, or amendment, taking effect. If you do not agree with the change(s), you must notify us prior to the effective date to terminate your access. (See above "Termination" section) Amendments or changes to term(s) or condition(s) may be made without prior notice if they do not result in higher fees, more restrictive Online Banking use, or increased liability to you.

Entire Agreement

This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures. If there is a conflict between this Agreement and any others, or any statements made by employees or agents, this Agreement shall supersede.

Mobile Deposit Capture

Description of Service. The Mobile Deposit Capture service ("Mobile Deposit Capture" or "MDC") provides you the ability to access and make deposits to your designated eligible Accounts using a mobile device (such as a Smartphone or tablet) with a camera (referred to herein as a "Capture Device," as further defined below). The Mobile Deposit Capture service enables you to use a compatible Capture Device to scan an image of original paper checks ("Original Checks") that are drawn on or payable through United States financial institutions each a "Check Image") and to electronically submit the Check Image and associated deposit information to CCNB from your home or other remote locations using the MDC services for deposit into a designated eligible Account for collection thereafter by CCNB.

As used in this Agreement, a "Capture Device" means any device acceptable to us that provides for the capture of Check Images and for transmission through the clearing process.

Requirements to Use MDC. This Section governs your use of the Mobile Deposit Capture Service, in addition to all other terms of this Agreement and the Terms and Conditions of the applicable deposit Account. To the extent there is a conflict between the Terms and Conditions of your deposit Account or any other agreement with us and this Section, this Section controls with respect to your use of the Mobile Deposit Capture Service. In addition, your use of the Mobile Deposit Capture service is subject to the following requirements:

i. To access the Mobile Deposit Capture service, you must have or acquire and maintain a compatible Capture Device and a wireless plan from a compatible wireless carrier. You must also download the CCNB Mobile App. You are responsible for all costs of operating the Capture Device, including without limitation all cellular and internet service charges. The Mobile App will automatically push any updates or patches for the Mobile Deposit Capture service. You are responsible for updating the Mobile App when prompted to do so. You agree to implement and maintain internal security controls to protect the Capture Device and any confidential information thereon. You shall be solely responsible for protecting against unauthorized access to the Capture Device and from all losses and damages arising from any unauthorized access to the Capture Device. If you suspect your Capture Device has been lost or stolen, you must notify CCNB immediately by calling 1-843-839-2265.

ii. You may scan and submit Check Images for deposit to CCNB within the dollar limits ("Deposit Limits") established by CCNB. The current daily dollar limit is \$2,000.00. CCNB reserves the right to limit the frequency and dollar amount of deposits submitted through the Mobile Deposit Capture service. If you exceed the Deposit Limits, CCNB may in its sole discretion accept or refuse the Check Image deposit. If at any time CCNB accepts a Check Image deposit that exceeds the Deposit Limits, CCNB will have no obligation to do so in the future. CCNB may at any time at its sole discretion raise or lower Deposit Limits.

iii. By requesting access to the Mobile Deposit Capture service, you authorize CCNB to provide you with access to all of the eligible Accounts you designate to participate in the Mobile Deposit Capture service. The following Account types are currently eligible for the Mobile Deposit Capture service: checking, savings, and money market Accounts.

Deposit Cutoff and Funds Availability. Generally, Check Image deposits received prior to 8:00 p.m., Eastern Time are processed on the Business day of receipt. Any Check Image deposit received after this time or on Saturdays, Sundays, and bank holidays will be processed on the next Business Day. You agree that check images transmitted through the Mobile Deposit Capture service and the funds from deposits through the Mobile Deposit Capture service are not subject to the funds availability requirements of Regulation CC, 12 C.F.R. pt. 229. Deposits made through the Mobile Deposit Capture service are generally available for withdrawal three (3) business days after the date of deposit into your account. However, we reserve the right to delay availability based on such factors as the length and extent of your relationship with us, transaction and experience information, when we believe an item will not be paid, when you redeposit a check that has been returned unpaid, when you have overdrawn your Account repeatedly in the last six (6) months, due to circumstances outside of our control such as an emergency or failure of computer or communications equipment, or such other factors as CCNB, in its sole discretion, deems relevant. If a hold is applied to a deposit, CCNB will notify you via email and advise when the funds will be available as stated in current Funds Availability Agreement and Terms. Any credit to your Account is provisional and remains subject to final payment of the checks. You remain liable to CCNB for any returns, dishonor, errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against CCNB with respect to the items deposited or Receipt of Images; Rejection of Images. CCNB reserves the right to reject any item transmitted through the Mobile Deposit Capture service, at our discretion, without liability to you. CCNB is not responsible for items we do not receive or for images that are dropped during transmission.

Scanning and submitting Check Image deposits does not constitute receipt of the deposit by CCNB. A Check Image will be deemed received when the Deposit History within the Mobile Deposit Capture App displays the status as "pending." CCNB will send an email notice to you if your Check Image deposit is rejected in whole or in part within three (3) business days of deposit. You may verify receipt and the amount of your Check Image deposit credited to your Account by reviewing the Deposit History within the Mobile Deposit Capture App or by calling us at 1-843-839-2265. Acknowledgment that your Check Image deposit has been received by CCNB does not mean that the Check Image deposit was received error free or complete or that it will be considered a deposit and credited to your account.

o Errors. You agree to notify CCNB of any suspected errors regarding items deposited through the Mobile Deposit Capture service right away, and in no event later than sixty (60) days after the applicable CCNB account statement is sent. Unless you notify CCNB within 60 days, such statement regarding all deposits made through the Mobile Deposit Capture service shall be deemed correct, and you shall be precluded from bringing a claim against CCNB for any such alleged error.

o Limitations of Service. CCNB's ability to provide the Mobile Deposit Capture service is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and CCNB's response. CCNB shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of the Mobile Deposit Capture service, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within CCNB's control. In the event the Mobile Deposit Capture service is unavailable for any reason, items may be deposited by alternate methods such as in person or by mail including a completed Account deposit slip. We reserve the right to change, suspend, or discontinue the Mobile Deposit Capture service, in whole or in part, or your use of the Mobile Deposit Capture service, in whole or in part, immediately and at any time without prior notice to you.

o Eligible Items. You agree that you will use the Mobile Deposit Capture service to scan only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number, denominated in U.S. Dollars, and intended for deposit by you to your designated Account with CCNB. All other items may be deposited by alternate methods such as in person or by mail including a completed Account deposit slip. You agree that you will not use the Mobile Deposit Capture service to scan and deposit any checks or other items as shown below, which shall be considered ineligible items:

- i. Check Images items payable to any person or entity other than you;
- ii. Check Images of items drawn on banks located outside the United States;
- iii. Check Images of items not payable in United States currency;
- iv. Check Images that are illegible or otherwise do not meet the image quality requirements set forth below;
- v. Check Images that contain an alteration to any of the fields on the front of the check or 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 or item is drawn;
- vi. Images of checks previously converted to Substitute Checks (as defined by The Check Clearing for the 21st Century Act and its regulations ("Check 21"))
- vii. Check Images with unreadable magnetic ink character recognition ("MICR") information;
- viii. U.S. Postal Money Orders;
- ix. U.S. Savings Bonds;
- x. Traveler's Cheques;
- xi. Money Orders;
- xii. Convenience checks or checks drawn on a line of credit; and
- xiii. Checks that are not acceptable for deposit into the Account as provided in the Terms and Conditions for the deposit Account.

You understand that CCNB is not obligated to accept for deposit any Check Image that CCNB in its sole discretion determines to be ineligible for the Mobile Deposit Capture service, and CCNB is not liable to you for rejecting any check or image transmitted by you.

CCNB further reserves the right to charge back to your account at any time, any item that we subsequently determine was ineligible. You agree that CCNB is not liable for any loss, costs, or fees that you may incur as a result of our chargeback of an ineligible item. If you deposit any Check Image that is ineligible for the Mobile Deposit Capture, you agree to indemnify and reimburse CCNB for, and hold CCNB harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) CCNB may incur associated with any warranty, indemnity or other claim related thereto.

Endorsements. You agree to include in your endorsement the words "CCNB Mobile Deposit on [MM/DD/YY] " or as otherwise instructed by CCNB.

a. Image Quality; Processing. You are responsible for the image quality of the Check Image you transmit. Each Check Image must include the front and back of the check and the following information must be readable: amount, payee name, drawer signature, date, check, number, account number, routing and transfer number, MICR line, and any endorsement or other information written on the check. The quality of any Check Image must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. You acknowledge and agree that even if CCNB does not identify a Check Image as ineligible, the Check Image may be returned to CCNB because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. CCNB failure to identify a Check Image you transmit to us as ineligible shall not preclude or limit your obligations. You authorize us to process any Check Image you send to us or convert a Check Image to a Substitute Check, as defined by Check 21.

b. Returned Items. You are solely responsible for any checks or other items for which you have been given provisional credit, and any such check or other item which has been returned or rejected may be charged to your Account along with a Return Deposit Fee in accordance with CCNB 's applicable Fee Schedule. The image of the returned check will be sent to you with the notice of the returned item. You acknowledge that all credits for deposits made through the Mobile Deposit Capture service are provisional, subject to verification and final settlement.

c. Destruction of Original Checks. You shall fully destroy each Original Check in your Check Image deposit fourteen (14) calendar days following crediting of your Check Image deposit or as CCNB may otherwise instruct to ensure that it is not represented for payment. In addition, you agree never to submit the item to CCNB or to any other person or entity for deposit or credit after the item has already been submitted and accepted by CCNB or any other person or entity. Prior to destruction, you shall maintain each Original Check in a secure location. You agree to use a commercially reasonable method to destroy each Original Check following the expiration of the retention period and that a paper shredder is one such method to assure destruction. You are responsible if an Original Check is misused following submission by Check Image deposit and its full destruction.

d. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in CCNB's sole discretion subject to the Terms and Conditions governing your deposit Account.

e. Cooperation with Investigations. You agree to cooperate with CCNB in the investigation of unusual transactions, poor quality transmissions, and resolution of any claims, including providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit Capture service in your possession and your records relating to such items and transmissions.

f. Your Representations and Warranties. In relation to MDC, you make the following

representations and warranties to us:

. You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time you scanned the Check Image.

i. You agree that the image of any Original Check submitted to us is an "item" within the meaning of Article 4 of the Uniform Commercial Code. You further agree that no transaction made using the MDC service is an "electronic fund transfer" as defined in the federal Electronic Funds Transfer Act and/or Regulation E.

ii. You are a person authorized to enforce each Original Check or are authorized to obtain payment of each Original check on behalf of a person authorized to enforce the item.

iii. Each Original Check bears all required and authorized endorsements and has not been altered.

iv. You shall submit to CCNB only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.

v. You shall not submit to CCNB for deposit using MDC service any check that is payable jointly unless the check is being deposited into an Account in the name of all payees on the check.

vi. You will use the MDC service for lawful purposes only and in compliance with all applicable rules and regulations and our instructions, rules, and specifications.

vii. You shall destroy Original Checks as stated above.

viii. You shall not submit to CCNB or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account with CCNB or which you previously submitted to and was accepted by any other person or entity for deposit.

ix. You will not use the MDC service to transmit or deposit any Original Check (i) payable to someone other than you; (ii) which you know or should have known to be fraudulent, altered, unauthorized, or missing a necessary endorsement; (iii) that is drawn on an institution located outside of the United States; or (iv) that is created by you purportedly on behalf of the maker, such as a remotely created check.

x. You shall not deposit into your Account with CCNB or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to CCNB, unless following receipt of your submission, CCNB notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.

xi. You shall use the Mobile Deposit Capture service only for your own use in accordance with the terms of this Agreement and all applicable laws and regulations. You shall not make the Mobile Deposit Capture service available or transfer your rights to use the Mobile Deposit Capture service for the benefit of any third party.

g. Indemnification. You shall indemnify, defend, and hold CCNB and its parents, subsidiaries and affiliates and each of their employees, agents, officers, and directors harmless from and against all liability, damage and loss, including reasonable attorneys' fees and costs, arising from any claims, suits, or demands, of any nature or kind (including without limitation) those brought by third parties) with respect to: (i) any Check Image, Substitute Check, or Original Check processed through the Mobile Deposit Capture service; (ii) your destruction of the Original Check or any attempted representation of an Original Check; (iii) your use of the Mobile Deposit Capture service; (iv) your breach of the representations and warranties set forth above or in any agreement with us; (v) your failure to comply with any applicable laws and regulations; (vi) any act or omission of CCNB that is in accordance with the Agreement or your instructions; or (vii) any actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of a Check Image to CCNB.

h. Security Interest. You grant CCNB a security interest in all your Accounts and other deposits at the CCNB and in all funds in such Accounts and other deposits, to secure your obligations to CCNB hereunder. CCNB may hold any funds on deposit with us by you after termination of the

Mobile Deposit Capture service for up to fourteen (14) calendar days following the expiration of any return or chargeback rights regarding any item processed by you using the MDC service or, if later, until any other claims to such funds have expired.

i. Fees and Charges. All fees and charges related to any Account you access with the Mobile Deposit Capture service as stated in the applicable Fee Schedule for the Account will remain in effect when using the Mobile Deposit Capture service. The monthly fees and charges, if any, for the use of the Mobile Deposit Capture service are found in the applicable Fee Schedule.

j. MDC DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

YOU AGREE YOUR USE OF THE MOBILE DEPOSIT CAPTURE 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. CCNB DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CCNB MAKES NO WARRANTY THAT (i) THE MOBILE DEPOSIT CAPTURE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE MOBILE DEPOSIT CAPTURE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS OBTAINED FROM THE MOBILE DEPOSIT CAPTURE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. IN NO EVENT WILL CCNB BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGE ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE MOBILE DEPOSIT CAPTURE SERVICE OR FOR ANY LOSS OF DATA, EVEN IF CCNB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.