

**COMMUNITY TRUST BANK'S
MOBILE BANKING AND
MOBILE REMOTE DEPOSIT CAPTURE
TERMS & CONDITIONS
(April 2019)**

Community Trust Bank's Mobile Banking & Mobile Remote Deposit Capture Terms & Conditions (the "Agreement") governs the use of all mobile banking services available on a mobile device through a mobile browser or through our mobile application (the "Mobile Services"). There may be additional Mobile Services that are not specifically described in this Agreement and we reserve the right to add or eliminate Mobile Services. Finally, the availability of select Mobile Services may be limited by your access method or access device.

This Agreement is revised periodically and it may include changes from earlier versions. By accessing your account and engaging in Mobile Services, you agree to the most recent version of this Agreement, which is always available to you online and within the mobile application. You may withdraw your consent at any time by contacting us at (866) 899-3181 and discontinuing your use of Mobile Services.

This Agreement contains terms and conditions that apply to your use of the various Mobile Services and is in addition to other agreements and disclosures that apply to your account(s). For example, when you access your deposit account online, the terms and conditions of your deposit account agreement do not change and continue to apply. If, however, there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address Mobile Services, this Agreement will control in resolving those inconsistencies.

If you have any questions, please contact us at customer.support@ctbi.com or (866) 899-3181.

MOBILE BANKING
TERMS & CONDITIONS

End User Terms

This service is provided to you by Community Trust Bank and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Community Trust Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

Section A – Community Trust Bank Terms & Conditions

Thank you for using Community Trust Bank Mobile Banking combined with your handheld's text messaging capabilities. For help, text "**HELP**" to 79680. To cancel your plan, text "**STOP**" to 79680 at any time. If you need assistance please contact the Online Services Department by emailing customer.support@ctbi.com or calling 1-866- 899-3181. Please contact the Online Services Department if you would like to disable Mobile Banking or go to Manage Mobile Banking Setting within your Consumer Internet Banking account and Remove Device.

Message and data rates may apply; one text message per query. The wireless carriers are not liable for deleted or undelivered messages.

Tier 1 Supported Carriers: AT&T, Sprint/Boost, T-Mobile®, Verizon Wireless, Cricket, Google voice, U.S. Cellular®, Appalachian Wireless, MetroPCS, Cricket, etc.

Note: Trademarks and registered trademarks for the carriers listed in this communication are the property of the companies and/or corporations that own the carrier.

[Community Trust Bank Privacy Policy](#)

Terms & Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Community Trust Bank, Inc. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by Community Trust Bank, Inc. and by certain other third parties. You and Community Trust Bank, Inc. are solely responsible for the content transmitted through the text messages sent to and from Community Trust Bank, Inc. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.).
3. All services provided by CTBI People Pay are subject to all terms and conditions. Please see our CTBI People Pay Terms and Conditions on our website under Personal Banking/Online Services.
4. You acknowledge that from time to time, the Mobile Banking Service may be delayed, interrupted or unavailable for an indeterminate period of time. Community Trust Bank, Inc. shall not be liable for any claim arising from or related to the Mobile Banking Service arising from any such delay, interruption or unavailability.

Alerts

You may use the Mobile Banking Service to request and receive from the Bank any of the alerts made available through this Service by making alert selections within the Internet Banking Application. The Bank may add new alerts or discontinue existing alerts at any time. According to your selections, we will send alerts to the email address or mobile number you provide to us in Internet Banking.

It is solely your responsibility to ensure that the email address and mobile number you provide to the Bank are current and accurate. In that event, you must update your mobile number in Internet Banking before alerts can be delivered to a mobile number again. Should you wish to receive alerts to your mobile phone number after opting out of the alerts service, you must update your mobile number in Internet Banking before alerts can be delivered to a mobile number again. Your failure to maintain current and accurate contact information with us will prevent delivery of alerts through this Service, for which the Bank expressly disclaims any liability.

Your receipt of any alert may be delayed or prevented by your internet service provider, telecommunications provider, or other third parties. The Bank does not guarantee either the delivery or the accuracy of the contents of any alert. The Bank will not be liable for damages of any kind arising from non-delivery or delayed delivery of an alert, the location to which an alert is delivered, inaccurate content in an alert, or your use of or reliance on the contents of any alert for any purposes. Because the balance of accounts is subject to change at any time, the information provided in any alert may become quickly outdated. Alerts are not encrypted. You acknowledge that, although the Bank may show less than the full account number for any of your accounts in an alert, the alert may include personal information about your accounts. Depending on where you instruct us to send your alerts, anyone with access to your email or eligible Mobile Device may be able to view the contents of these alerts.

Section B – End User License Agreement/Terms for the Downloadable App

The following are to be agreed to by the End User prior to use of the Downloadable App:

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. **Limitations of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
6. **U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

MOBILE REMOTE DEPOSIT CAPTURE
TERMS & CONDITIONS

Introduction

Mobile Remote Deposit Capture (“Mobile RDC”) is a service that allows you to remotely deposit paper checks into an eligible Consumer Account by creating an Electronic Deposit through our Remote Deposit Capture System. We will process and collect the Electronic Deposit through the check collection system just as we would a paper check.

Definitions

“**Check Image**” means an electronic image of an original paper draft (check), payable on demand, and drawn on (or payable through) an office of a United States bank.

“**Capture Device**” means the computer hardware (scanner), mobile device (camera), software, or web-based applications used by you to prepare a Check Image, create an Electronic Deposit, and access the Remote Deposit Capture System.

“**Electronic Deposit**” means the package of information (including the Check Image, dollar amount information, deposit account information, etc.) that is transmitted to us allowing for the deposit, processing, and collection of the item.

“**MICR Data**” means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account, and check serial numbers.

“**Remote Deposit Capture System**” means our computer systems and databases that you may access in order to use Mobile RDC.

Your Responsibility

With respect to each Electronic Deposit that you transmit to us, you indemnify and hold us, our affiliates and other Service Providers and each of our and their respective officers, directors, employees and agents harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly:

1. From your failure to follow the eligibility or endorsement standards outlined in this Agreement;
2. From your breach of any check presentment representation or warranty;
3. As a result of any of your acts or omissions in the capturing, creation, or transmission of the Electronic Deposit;
4. From any duplicate, fraudulent, or unauthorized presentment of an Electronic Deposit;
5. For any loss caused by our acceptance of the Electronic Deposit in lieu of the original paper check; or
6. From any other act or omission arising out of our action or inaction taken pursuant to any request by you or pursuant to this Agreement.

If you believe you may have deposited a check more than once, please call us immediately at (866) 899-3181.

Security Procedures

You must comply with all security procedures for Mobile RDC that are established by us or set forth in any written user requirements communicated to you. You are solely responsible for:

1. Maintaining your own internal security procedures for maintaining, marking, destroying paper items deposited using Mobile RDC.
2. Safeguarding the security and confidentiality of any information obtained from your deposited checks that may be printed from, stored on, or transferred from, the Capture Device, the Remote Deposit Capture System, or your other computer/data systems or portable media; and
3. Preventing errors or unauthorized access to the Capture Device or the Remote Deposit Capture System.

Our Responsibility

Availability – We will take reasonable measures to ensure that Mobile RDC is available, but we are not liable for system failures or temporary service disruptions that cause Mobile RDC to be unavailable. If Mobile RDC is unavailable; you are responsible for carrying out your business through alternative channels. Further, we are not liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted using Mobile RDC.

We are not liable to you for a failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit:

1. For which you have not provided us with full and correct MICR Data and dollar amount from the original paper check;
2. For which you have not provided an accurate and legible image of the original paper check,
3. For which you have failed to comply with formatting standards or other guidelines required by us; or
4. That would violate this Agreement or any other agreement between you and us.

Determination of Items Eligible for Mobile RDC

You may only create a Check Image of items made payable to you individually or to you alternatively with another person or persons (John Doe **or** Jane Doe); jointly payable items (John Doe **and** Jane Doe) may not be deposited using Mobile RDC unless both parties have endorsed the item (see additional endorsement standards below). Without limiting the preceding sentence, we reserve the right to reject any deposit for any reason and the following items are specifically **not eligible** for deposit using Mobile RDC:

1. U.S. Treasury Checks,
2. Checks that are drawn on banks located outside of the United States,
3. Checks payable in a medium other than U.S. dollars,
4. Non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC),
5. Promissory notes and similar obligations, such as savings bonds,
6. Third party checks,
7. Substitute checks (such as paper checks created from an electronic image),
8. Checks that have been previously returned as unpaid or uncollected,
9. Checks drawn on your own Community Trust Bank account,
10. Checks greater than 180 days old,
11. Travelers checks, money orders, or postal orders,
12. Demand drafts or remotely created checks (checks lacking the original signature of the person authorizing the check),
13. Checks that do not contain a serial number within the MICR line (such as counter checks),
14. Checks suspected to be altered, fraudulent, or not properly authorized; and
15. Any other class of checks or drafts as communicated to you from time to time.

Creating an Electronic Deposit

Endorsement. The check must be properly endorsed by the payee(s) of the check and the check must be deposited into an account of one of the payees. Sign the back of the check and add the printed words "For Mobile Deposit Only at Community Trust Bank".

Accuracy. You are responsible for creating an accurate Check Image and inputting the correct dollar amount of the check into the Capture Device. In creating the Check Image, ensure that the MICR Data, check number, and name of the maker of the check are commercially printed on the check. Any defects such as tears or alterations may prevent the Capture Device from creating an accurate Check Image, causing the Electronic Deposit to be rejected. If you receive error messages indicating that the Electronic Deposit has been rejected, then the check must be physically deposited at your local bank branch.

Legibility. You are responsible for the inspection of all Check Images to ensure the legibility of the Check Image including without limitation the dollar amount, the signature of the person who made the check, and for ensuring that any and all information on the paper check is accurately captured and legible in the resulting Check Image.

If any information is not accurately captured and legible, you may cancel the scan/photograph and rescan/re- photograph the physical check. Any physical check that continues to yield an illegible Check Image after repeated scanning/photographing attempts must be physically deposited at your local branch.

Security Features. You acknowledge that the Capture Device may not capture all security features (e.g., watermarks) contained in or on the original paper checks, and you must manually examine the paper item to determine authenticity prior to creating a Check Image or submitting an Electronic Deposit. You agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

Submitting an Electronic Deposit

Confirmation and Receipt. After submitting an Electronic Deposit, you will receive a message from us confirming that we have received the Electronic Deposit. After we have confirmed receipt of your deposit, you will receive a second message from us indicating whether your deposit has been approved for processing or rejected.

Performance of Mobile RDC may be affected by external factors such as communication network latency. An Electronic Deposit is not considered “received” until the entire Electronic Deposit transmission is received by us and you receive a message confirming that the Electronic Deposit was received.

Deposit Limits

You are limited in the amount that you may deposit at any given time using Mobile RDC. The following deposit limits apply to each account: \$1,000.00 per check, \$2,000.00 per day, and \$5,000.00 total over 5 business days.

Funds Availability

This policy only applies to deposits made using Mobile RDC; deposits made at a branch location remain subject to the most current version of the funds availability policy.

We reserve the right to place a hold not to exceed 7 business days on any deposited item. You will be notified if a hold is placed on a deposit.

We are not liable for transactions you initiate before the funds are available for your use. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this.

While the Mobile RDC service is available anytime, the funds availability of the approved deposit is subject to the following processing cut-off times:

1. Deposits submitted before 4:00 pm ET on a business day will be reviewed same day excluding Federal Holidays. Deposits submitted after 4:00 pm ET will be reviewed next business day. If December 24th falls on a business day, the cut off time for mobile deposits will be 11:00 am ET.
2. Your deposit will not appear in your account until the next business day. Please retain the check until it appears in your account, and then securely discard. Do not attempt to deposit the check again. If you have questions, please call (866) 899-3181.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

Returned or Rejected Items

Returns. If a check that is deposited using Mobile RDC is returned to us for any reason (such as non-sufficient funds); you agree that we may charge your account for any and all fees associated with the returned item.

Rejections. We will notify you whether your deposit is approved or rejected; you will not be charged the service fee for rejected items. Items that are rejected for deposit using Mobile RDC may be re-presented for deposit at a physical branch of Community Trust Bank.

Collection of an Electronic Deposit

Electronic Deposits are processed similarly to traditional deposits; Mobile RDC does not process Electronic Deposits through ACH conversion. We will determine the manner in which we will seek to collect an Electronic Deposit and we reserve the right to process an Electronic Deposit by any of the following methods:

1. Present or transfer the Check Image to the paying bank, a Federal Reserve Bank, image share/exchange network, or other collecting bank;
2. Create a Substitute Check from the Check Image and collect the Substitute Check; or,
3. Request that you provide to us the original paper check from which the Check Image was created and then collect the original paper check.

We may, in our sole discretion, reject, repair, alter, amend, re-format or convert the Check Image or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but we have no obligation to do so. If we require that you comply with certain formatting standards or other guidelines when submitting Electronic Deposits and you decline to implement, or comply with, such standards or guidelines, you acknowledge that we are not liable for any error or loss that results from our processing of such Electronic Deposit or any delays caused from our re-formatting or conversion of the Electronic Deposit prior to processing. We will have no liability to you or any other person in the event that your deposited check is processed as, or converted by us to, a Check Image or Substitute Check.

Marking, Retaining, and Destroying Original Paper Checks

To mitigate the risk of potential fraud or the presentment of duplicate items, you agree to clearly mark on the original paper check that the item has been deposited electronically. Items should be marked after you receive confirmation that the deposit was received and approved for processing by Community Trust Bank.

Destruction. You must destroy the original paper check in accordance with this Agreement and employ commercially reasonable methods to securely store the original paper check until destruction. You agree to securely store all deposited checks in a location away from daily processing activities. To help ensure that checks are not electronically processed more than once or physically deposited at the bank after being electronically deposited, you will establish procedures to ensure that only authorized persons have access to these checks.

Retention. Retain all checks for at least five business days after the deposit is made in case a check is returned and you need to collect on the check by re-depositing the original item. You agree to destroy all deposited checks as soon as reasonably possible thereafter and no later than 30 days after deposit. Cross-cut shredding is strongly recommended for check destruction. At our request, you must provide the original paper check to us if the original paper check has not been destroyed by you and we need the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit.

Re-presentment. In the event we, in our sole discretion, determine that we require the original paper check for re-presentment in order to collect a returned Check Image or Substitute Check, you are responsible for providing to us the original paper check, or if the original paper check has been destroyed, for obtaining a replacement check.

Representations and Warranties

With respect to each Electronic Deposit that you transmit to us, you are deemed to make any representation or warranty that would have applied had you deposited the original paper check. In addition you are deemed to make to us any representation or warranty that we make, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting U.S. bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when we transfer, present, or originate the Electronic Deposit, or a Substitute Check created from that Check Image. These representations and warranties include but are not limited to, that: (a) the transmissions contain accurate images of the front and back of the original checks; (b) the transmissions contain all necessary endorsements; and (c) no depository bank, drawee, drawer, or endorser will be asked to make a payment based on an item that it has already paid.

Limitations of Mobile RDC

Mobile RDC is only available for use within the United States.

You may use Mobile RDC, and the Remote Deposit Capture System for personal use for as long as we in our sole discretion provide these services to you.

Once a Check Image has been approved for deposit, we are not able to delete or remove the item from the collection process and it becomes subject to the funds availability policy described herein.

You may not use Mobile RDC if:

The deposit account has not been opened for at least sixty (60) days.

Deposit Limit	\$1000.00
Daily Limit	\$2,000.00
Daily Limit Count	999
Multi-Day Limit	\$5,000.00
Multi-Day Limit Count	999
Multi-Day Limit Period	5 Business Days