



Online Banking Remote Deposit Addendum

Effective July 1, 2018

This is an Addendum to the First American Bank Online Banking Agreement setting forth the terms and conditions for use of the Remote Deposit Service ("Service") offered by First American Bank ("Bank", "us" or "we") for the use of its customers ("Customer", "you" or "your"). The Bank's Online Banking Agreement remains in effect except where modified by this Addendum, and together with the Rules and Regulations Governing First American Bank Deposit Accounts (the "Rules") constitutes the entire agreement between us and you related to the Service. If there is a conflict between this Addendum, the Online Banking Agreement, the Rules or any other disclosures we have provided to you, the terms of this Addendum will govern your use of the Service.

1. **SERVICES.** The Services are designed to allow Customer to make deposits to certain Customer deposit account(s) from home or other remote locations by delivering the image of a certain check and associated deposit information to Bank or Bank's designated processor.
2. **ACCEPTANCE OF TERMS AND CHANGES TO THIS ADDENDUM.** Your use of the Service constitutes your acceptance of this Addendum. This Addendum is subject to change from time to time. We will notify you of any material changes by posting a message in Online Banking or in the Mobile Banking application with a copy of the revised Addendum or a link to the revised Addendum, or by email, text message, or online secure message. Your continued use of the Service will indicate your acceptance of the revised Addendum. Bank also reserves the right, in its sole discretion, to change, modify, add, or remove portions of the Service. Your continued use of the Service after such change will indicate your acceptance of any such changes to the Service.
3. **LIMITATIONS OF SERVICE.** You may experience technical or other difficulties when using the Service. We cannot assume responsibility for any technical or other difficulties or any resulting damage that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or Customer's use of the Service, in whole or in part, immediately and at any time without prior notice to you. If the Bank has qualification requirements related to use of the Service, Bank reserves the right to change the qualifications at any time without prior notice to you.
4. **HARDWARE AND SOFTWARE.** In order to use the Service, Customer must obtain and maintain, at Customer's expense, compatible computer hardware and/or software that meets certain technical requirements for the proper delivery of the Service and to ensure Customer meets its obligation to obtain secure Internet access. Visit www.firstam.bank.com/personalbanking/banking/onlinebanking for current hardware and software specifications. Bank is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as-is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. Customer is responsible for any and all related costs and expenses Customer may incur for additional items, including but not limited to telephone service or Internet service charges related to the use of the Service and costs related to meeting and maintaining technical requirements for use of the Service.
5. **FEES.** A fee may be charged for the Service, as noted on Bank's Schedule of Fees. Bank may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of Terms and Changes to this Addendum" above. You are responsible for paying the fees for the use of the Service. You authorize Bank to deduct any such fees, without notice to you, from any account in your name with Bank. Should you fail or refuse to pay any charges under this Addendum, you agree to pay any collection costs (including reasonable attorneys' fees) which may be incurred by Bank.
6. **ELIGIBLE ITEMS.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted in Illinois.

You agree that you will not use the Service to scan and deposit any of the following types of checks, which shall be considered ineligible items:

- a. Checks or items payable to any person or entity other than you.
 - b. Checks or items payable jointly, unless deposited into an account in the name of all payees.
 - c. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
 - d. Checks or items containing 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.
 - e. Checks or items previously converted to a substitute check, as defined by Reg CC.
 - f. Checks or items payable on sight or payable through drafts, as defined by Reg CC.
 - g. Checks or items that are remotely created checks or electronically-created items, as defined by Reg CC.
 - h. Checks with any indorsement on the back other than that specified by Section 8 of this Addendum.
 - i. Checks or items drawn on a financial institution located outside the United States or a Territory of the United States.
 - j. Checks or items not payable in United States currency.
 - k. Checks or items dated more than 6 months prior to the date of deposit.
 - l. Checks or items that have previously been submitted through the Service or through a remote deposit capture service at any other financial institution.
 - m. Checks or items that are drawn or otherwise issued by the U.S. Department of Treasury.
 - n. Checks or items prohibited by Bank's current procedures relating to the Service or which are otherwise not acceptable under terms of your account with Bank.
7. **IMAGE QUALITY.** The image of an item transmitted to Bank using the Service must be legible, as determined in the sole discretion of Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Bank, the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency or clearing house association.
 8. **INDORSEMENTS AND PROCEDURES.** You agree to restrictively indorse each item transmitted through the Service by adding the following legend above your signature on the reverse side of each item: "For Mobile Deposit Only at First American Bank". You also agree to follow any and all other procedures and instructions for use of the Service as Bank may establish from time to time.
 9. **RECEIPT OF ITEMS.** Bank reserves the right to reject any item transmitted through the Service, in Bank's discretion, without liability to Customer. Bank is not responsible for items Bank does not receive or for images that are dropped during transmission. An image of an item shall be deemed received when Customer receives confirmation from Bank that we have received the image. Receipt of such confirmation does not mean that the

transmission was error free, complete or will be considered a deposit and credited to Customer's account. Bank further reserves the right to charge back to Customer's account at any time, any item that Bank subsequently determines was not an eligible item. You agree that Bank is not liable for any loss, costs or fees you may incur as a result of Bank's chargeback of an ineligible item.

10. AVAILABILITY OF FUNDS. You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. We consider deposits made using the Service that are received by Bank before 5:00 PM Central Time on a business day that Bank is open to have been made on that business day. Otherwise, we consider the deposit to have been made on the next business day the Bank is open. Funds deposited using the Service generally will be available two (2) business days after the business day the deposit is made.
11. DISPOSAL OF TRANSMITTED ITEMS. Upon your receipt of a confirmation from Bank that we have received for processing the image of an item, you agree to prominently mark the face of the item with "Electronically Presented", "VOID" or using other similar language. You agree to securely retain the original item for a period of thirty (30) calendar days from the date of image transmission, including taking appropriate measures to secure the original item, ensure that the information contained on the item is not disclosed, and ensure that the original item is not duplicated, deposited using the Service more than one time, or deposited or negotiated in any other form. During the thirty (30) day calendar period, you agree to promptly provide the check to Bank upon request. Upon the expiration of the thirty (30) day calendar period, you agree to destroy the original item by shredding, completely obliterating or destroying the check.
12. DEPOSIT LIMITS. We may establish limits on the dollar amount and/or number of items you may deposit from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and Bank will not be obligated to allow such a deposit at other times. In accordance with the current "Deposit Limits" in effect, Customer may send multiple images for deposit to Bank throughout the day. If the total dollar value of items sent to the Bank using the Service exceeds the Deposit Limits, Bank may, at its option, refuse to accept those items for deposit that exceed any of the Deposit Limits, or the Bank may accept and process the deposit. Customer agrees not to exceed the Deposit Limits. Bank reserves the right to change Deposit Limits. Modifications to Deposit Limits will be effective immediately and may be implemented prior to Customer's receipt of the newly established Deposit Limits. Customer may contact Bank at any time to verify the current Deposit Limits, or may view the current Deposit Limits at www.firstambank.com/mobilebanking.
13. ERRORS. You agree to notify Bank of any suspected errors regarding items deposited through the Service immediately, and in no event later than thirty (30) calendar days after the applicable account statement is sent. Unless you notify Bank within thirty (30) calendar days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Bank for such alleged error.
14. ERRORS IN TRANSMISSION. By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
15. PRESENTMENT. The manner in which the items are cleared, presented for payment, and collected shall be in Bank's sole discretion subject to the Rules.
16. CUSTOMER WARRANTIES AND INDEMNIFICATION. Customer warrants to Bank that:
 - a. You will only transmit eligible items.
 - b. You will not transmit duplicate items.
 - c. You will not re-deposit or re-present the original item.
 - d. You will indorse items in accordance with Section 8 of this Addendum.
 - e. You will secure and dispose of items in accordance with Section 11 of this Addendum.
 - f. Images will meet the image quality standards.
 - g. You are not aware of any factor which may delay or prevent the collectability of the item.
 - h. All information you provide to Bank is accurate and true.
 - i. You will comply with this Addendum and all applicable rules, laws and regulations.

Customer agrees to fully indemnify and hold harmless Bank from any and all loss from Customer's breach of this warranty provision.

17. COOPERATION WITH INVESTIGATION. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
18. TERMINATION. You may cancel your participation in the Service by contacting us at (847) 952-3700. We reserve the right to cancel the Service at any time without notice. We may also suspend your access to the Service at any time without notice and for any reason.
19. ENFORCEABILITY. We may waive enforcement of any provision of this Addendum. No waiver of a breach of this Addendum shall constitute a waiver of any prior or subsequent breach of this Addendum. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of this Addendum. No delay or failure on the part of Bank in exercising any of Bank's rights under this Addendum shall constitute a waiver of such rights and no exercise of any remedy hereunder by any party shall constitute a waiver of Bank's right to exercise any other remedy hereunder. Except for changes made in accordance with this Addendum, no deviation, whether intentional or unintentional, will constitute an amendment of this Addendum or will constitute a waiver of any right or duty of either party. In the event any one or more of the provisions in this Addendum shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall be binding and enforceable as if any such invalid, illegal or unenforceable provision had never been contained herein.
20. OWNERSHIP AND LICENSE. You agree that all right, title and interest in and to any and all computer programs provided by Bank including, without limitation, the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto, and any other documentation, user guide, or instructions (collectively, the "Software Program") used by Bank and Customer in performing the Service shall be and remain the property of Bank or any third party software provider, as applicable. Unless otherwise expressly authorized, Customer may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of the Software Program in any form. Customer further agrees not to reverse engineer or reverse compile any Software Program.
21. DISCLAIMER OF WARRANTIES. CUSTOMER AGREES THAT CUSTOMER'S USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT CUSTOMER'S RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT: (i) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED. CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS ADDENDUM OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

22. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT IN NO EVENT SHALL BANK OR BANK'S SERVICE PROVIDERS BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR THE NEGLIGENCE OR INTENTIONAL ACTS OF ANY THIRD PARTIES AND FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, LOSSES OR INJURIES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFITS, USE, DATA OR GOODWILL, THE COST OF COVER, OR OTHER LOSSES ARISING OUT OF CUSTOMER'S USE, INABILITY TO USE OR TERMINATION OF USE OF THE SERVICE OR THE FAILURE OF BANK OR BANK'S SERVICE PROVIDERS TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND EVEN IF BANK OR BANK'S SERVICE PROVIDERS HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.
23. DISPUTES. All claims, causes of action, or other disputes concerning this Addendum shall be resolved in accordance with procedures set forth in the Rules, as it may be amended from time to time.

[Schedule of Fees](#)

[Rules and Regulations Governing First American Bank Deposit Accounts](#)

First American Bank
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