



MOBILE REMOTE DEPOSIT CAPTURE TERMS & CONDITIONS

This Mobile Remote Deposit Capture Agreement (this "Agreement") governs the use of First Chatham Bank's mobile remote deposit capture service (the "Service" or "Services"). This Agreement supplements and amends the deposit account agreement between you and the Bank that governs your Accounts, which was provided to you when you opened your Accounts, and any other documents governing your Accounts, each as amended from time to time (collectively, the "Account Agreement").

For purposes of this Agreement, the words "Bank," "us," "our," "we," or "First Chatham" and other similar terms refer to First Chatham Bank, and its divisions, including First Effingham Bank, a division of First Chatham Bank, Richmond Hill Bank, a division of First Chatham Bank, and First Glynn Bank, a division of First Chatham Bank. "You," "your," "user" and other similar terms refer to the person applying for or receiving the Services and anyone else authorized by that person to exercise control over his, her or its deposits through the Service. "Account" or "accounts" means one or more deposit account(s), if applicable, of yours, held at the Bank.

- 1. Services** - The Mobile Remote Deposit Capture service provides you the ability to access and make deposits to your designated eligible Accounts using the Software. The Mobile Remote Deposit Capture service is designed to take advantage of The Check Clearing for the 21st Century Act and its regulations (collectively "Check 21"). The Mobile Remote Deposit Capture service enables you to use a compatible handheld 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 First Chatham Bank ("Bank") from your home or other remote locations using the Software for deposit into a designated eligible Account for collection thereafter by the Bank. A Check Image submitted electronically for deposit is not deemed received until the Bank accepts and confirms receipt of your Check Image deposit.
- 2. Acceptance of these Terms** - By electronically accepting this Agreement, you are agreeing to all of the terms outlined within it. This Agreement is subject to change from time to time. In addition, you agree that First Chatham Bank may provide you with all disclosures, notices, and other communications about the Mobile Remote Deposit Capture service, and any future amendments or changes or additions to this Agreement, in electronic form. The Bank will provide all future updates to the Agreement by posting the updated Agreement on the Website. At your request, the Bank agrees to provide you with a paper copy of this Agreement. You may request paper copies of this Agreement by calling First Chatham Bank Deposit Operations at (912) 754-2265. Your consent to receive notices and updates in electronic form only will apply for as long as you use the Mobile Remote Deposit Capture service. You may withdraw your consent at any time by choosing to cancel the Mobile Remote Deposit Capture service. First Chatham Bank may amend or change the terms and conditions stated in this Agreement (including changes in the fees and charges hereunder) by giving notice to you at least the minimum notice required by law or regulation before the effective date of the amendment or change. Amendments may include adding new terms or conditions and deleting existing terms and conditions. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of the Mobile Remote Deposit Capture service or the safety of the Bank's relationship

with you or is otherwise required immediately by law or applicable regulation. The Bank shall thereafter promptly advise you of any such change in writing.

3. **Limitations of Service** - When using the Service, you may experience technical or other difficulties. The Bank does not assume any responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and the Bank reserves the right to change the qualifications at any time without prior notice. The Bank additionally reserves 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.
4. **Requirements of Service** - Your use of the Mobile Remote Deposit Capture service is subject to these requirements:
 - To access the Mobile Remote Deposit Capture service you must have or acquire and maintain a compatible handheld device and a wireless plan from a compatible wireless carrier.
 - You must request access to and qualify, and the Bank must approve you, to use the Mobile Remote Deposit Capture service.
 - You may scan and submit Check Images for deposit to the Bank within the dollar limits ("Deposit Limits") established for you by the Bank. First Chatham Bank reserves the right to limit the frequency and dollar amount of deposits submitted through the Mobile Remote Deposit Capture Service. If you exceed the Deposit Limits established for you, the Bank may in its sole discretion accept or refuse the Check Image deposit. If at any time the Bank accepts a Check Image deposit that exceeds your Deposit Limits, the Bank will have no obligation to do so in the future. First Chatham Bank may at any time, at its sole discretion, raise or lower your Deposit Limits. We are not responsible for any losses incurred as a result of rejecting deposits that you have made through the Service which exceed your deposit limits.
 - By requesting access to the Mobile Remote Deposit Capture service, you authorize First Chatham Bank to provide you with access to all of the eligible accounts you designate to participate in the Mobile Remote Deposit Capture service. The following account types are currently eligible for the Mobile Remote Deposit Capture Service: checking, savings, and money market accounts.
5. **Fees** - The Bank may opt to charge a fee for the Service. You are responsible for paying the fees for the use of the Service. The Bank may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms." You authorize the Bank to deduct any such fees from any First Chatham Bank account in your name. The Bank is not liable for costs you may incur from cellular data networks or other related equipment that may result from usage of this Service. All fees and charges related to any Account you access with the Mobile Remote Deposit Capture service as stated in the applicable Fee Schedule for the Account will remain in effect when using the Service. The monthly fees and charges, if any, for the use of the Service are found in the applicable Fee Schedule.
6. **Security Procedures and Communications** - You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access

information, used by you to access the Mobile Remote Deposit Capture service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Mobile Remote Deposit Capture service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Mobile Remote Deposit Capture service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

7. **Receipt of Items** - Scanning and submitting Check Image deposits does not constitute receipt of the deposit by the Bank. First Chatham Bank will acknowledge receipt of your Check Image deposit submitted through the Mobile Remote Deposit Capture service and notify you if a Check Image is not eligible for deposit. The Bank's ability to provide the Mobile Remote Deposit Capture service is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and the Bank's response. The Bank shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of the Mobile Remote 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 the Bank's control. Acknowledgment that your Check Image deposit has been received by the Bank does not mean that the Check Image deposit was received error free. First Chatham Bank reserves the right to reject any item transmitted through the Service at the Bank's discretion and without liability. We are not responsible for items the Bank does not receive or for images that are dropped during transmission.
8. **Verification of Receipt** - You may verify receipt and the amount of your Check Image deposit credited to your account by reviewing your statement online or by calling First Chatham Bank Deposit Operations at (912) 754-2265.
9. **Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Article 3 of the Uniform Commercial Code. When the images of the front and back of a check are transmitted to the Bank, they are individually or collectively converted to an electronic image for subsequent presentment and collection. It shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration 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 is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks drawn on a financial institution located outside the United States

- Checks that are remotely created checks
 - Checks not payable in United States currency
 - Checks dated more than six (6) months prior to the date of deposit
 - Checks or items prohibited by First Chatham Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of the Deposit Agreement
 - Checks payable on sight or payable through Drafts
 - Checks with any endorsement on the back other than that specified in this Agreement
 - Checks that have previously been submitted through the Service or through a remote deposit service offered at any other financial institution
10. **Availability of Funds** - You agree that items transmitted using the Service are not subject to the funds availability requirements of Regulation CC. Generally, Check Image deposits received prior to 4:00 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 holidays when the Bank is closed will be processed on the next Business Day. Funds deposited using the Service will generally be made available in three business days from the day of deposit. We may make such funds available sooner based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant.
11. **Endorsement and Procedures** - Before transmission, you agree to sign and restrictively endorse any check or item transmitted through the Mobile Remote Deposit Capture service as ***“For FCB Mobile Deposit only, account # _____”***. You agree to follow any and all other procedures and instructions for use of the Mobile Remote Deposit Capture service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Mobile Remote Deposit Capture service.
12. **Disposal of Transmitted Items** - You shall fully destroy each Original Check in your Check Image deposit forty-five (45) days following receipt and crediting of your Check Image deposit or as the Bank may otherwise instruct. Prior to destruction you shall maintain each Original Check in a secure location. You understand each Original Check must be fully destroyed following any 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.
13. **Customer Representations and Warranties** - You make the following representations and warranties:
- 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.

- You shall submit to the Bank only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.
- You shall destroy the Original Checks as stated above.
- You shall not submit to First Chatham Bank 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 the Bank or which you previously submitted to and was accepted by any other person or entity for deposit.
- You shall not deposit into your Account with First Chatham Bank 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 the Bank, unless following receipt of your submission, the Bank 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.
- You shall indemnify, defend, and hold First Chatham Bank and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Image, Substitute Check, or Original Check processed through the Mobile Remote Deposit Capture service as described above.
- You shall use the Mobile Remote Deposit Capture service only for your own personal, home office, or small business use in accordance with the terms of this Agreement. You shall not make the Mobile Remote Deposit Capture service available or transfer your rights to use the Mobile Remote Deposit Capture service for the benefit of any third party.

14. Cancellation by You; Termination or Refusal by Us - You may cancel the Service at any time by calling First Chatham Bank Deposit Operations at (912) 754-2265. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service; (iv) is not in accordance with any other requirement stated in this Agreement or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor.

We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Agreement and the First Chatham Bank Online Banking and Bill Payment Agreement and First Chatham Bank Mobile Banking Agreement; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to the Bank's business interests; (d) your account is closed, access to your account is restricted for any reason, or if you do not use the Service for a period of time or (e) following initial enrollment you do not use the Service. Termination will not affect your liability or obligations under this Agreement, the First Chatham Bank Online Banking and Bill Payment Agreement and First Chatham Bank Mobile

Banking Agreement or any other agreements you have with us for actions we have taken on your behalf.

15. **Business Accounts** - The following provisions are applicable to Business Accounts. "Business Accounts" mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not "consumer" accounts and are not maintained primarily for personal, family, or household purposes.
- For Business Accounts using the Mobile Remote Deposit Capture Service, First Chatham Bank is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by the Mobile Remote Deposit Capture service or the use of the Mobile Remote Deposit Capture service except as otherwise expressly provided for in this Agreement or by applicable law. By using the Mobile Remote Deposit Capture service to access your Business Accounts, you are responsible for any unauthorized use of the Mobile Remote Deposit Capture service and any loss or damages incurred due to the unauthorized access to your Business Accounts.
 - If your deposit activity through the Mobile Remote Deposit Capture service exceeds your Deposit Limits, First Chatham Bank reserves the right to disable your access to the Mobile Remote Deposit Capture service and provide you with information on other business banking electronic deposit options that may be available to you.
 - If any person authorized access through the Mobile Remote Deposit Capture service to conduct transactions on any Business Account is no longer authorized, it is your responsibility to notify First Chatham Bank. The Bank shall not be liable or responsible to you for any transactions conducted on a Business Account by any person whose authority to conduct transactions is no longer in effect until the Bank is expressly notified.
16. **DISCLAIMER OF WARRANTIES** - YOU AGREE YOUR USE OF THE MOBILE REMOTE 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. FIRST CHATHAM BANK 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 NONINFRINGEMENT. THE BANK MAKES NO WARRANTY THAT THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THAT THE RESULTS OBTAINED FROM THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGE ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE OR FOR ANY LOSS OF DATA, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
17. **INDEMNIFICATION** - IN ADDITION TO ITS INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, AND EXCEPT FOR LOSSES OR EXPENSES ATTRIBUTABLE TO THE BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DEPOSITOR AGREES TO INDEMNIFY FIRST CHATHAM BANK FOR ANY LOSS OR EXPENSE SUSTAINED

(INCLUDING INTEREST, COSTS, ATTORNEYS' FEES AND EXPENSES OF LITIGATION) RESULTING FROM (i) CUSTOMER'S LACK OF AUTHORITY TO MAKE THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN; (ii) ANY ACTION TAKEN OR NOT TAKEN BY FIRST CHATHAM BANK WITHIN THE SCOPE OF ITS AUTHORITY IN HANDLING AN ITEM; (iii) ANY WARRANTY REQUIRED TO BE MADE BY FIRST CHATHAM BANK WITH RESPECT TO AN ITEM UNDER APPLICABLE LAW OR REGULATION; AND (iv) YOUR BREACH OF ANY TERMS AND CONDITIONS OF THIS AGREEMENT.

18. **LIMITATION OF LIABILITY** - YOU AGREE THAT THE BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FIRST CHATHAM BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL THE BANK'S LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES OF ANY KIND EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF ITEMS RECEIVED BY THE BANK FROM DEPOSITOR FOR MOBILE DEPOSIT SERVICES DURING THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED. DEPOSITOR AGREES THAT THE DOLLAR LIMITATION DESCRIBED IN THIS SECTION IS REASONABLE, EVEN IF ITS ACTUAL DAMAGES EXCEED THIS LIMITATION.