

Valley National Bank Mobile Deposit Application

Please enroll the following account numbers in Mobile Deposit

Account Number	Account Nickname

Last Name: _____ First Name: _____ MI: _____

Business Name (as applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: (____) _____

Work Phone Number: (____) _____

Cell Phone Number: (____) _____

E-Mail Address: _____

SS#/ EIN _____ Birthdate: _____

FOR BANK USE ONLY

Rep: _____ Location _____ Date _____

Net Teller Number _____

AUTHORIZATION

By signing below, I am applying for Mobile Deposit Banking service(s). Upon initial login I will read, and agree that the service(s) and all transactions accomplished thereby will be governed by the Mobile Deposit Agreement.

I acknowledge Valley National Bank is under no obligation to accept this enrollment and reserves the right to decline to do so. In addition, enrollment once accepted may be revoked at the Bank's discretion.

I authorize Valley National Bank to debit my designated account number(s) for any chargebacks and/or correction to deposits created through Mobile Deposit.

Enrollee's Signature

Date

Mail to:
Valley National Bank
4812 E 81st Street
Tulsa, OK 74137

Fax To:
Valley National Bank
Attn: New Accounts
(918) 524-3639

Mobile Deposit User Agreement

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of Valley National Bank’s (“VNB,” “Bank,” “we,” “us”) Mobile Deposit Services (“Mobile Deposit”, “Services”) that may be provided to you (“user,” “you,” or “your”). Any other agreements you have entered with VNB are still in effect and continue to apply. In the event there is a conflict between this Agreement and any others you have entered into with the Bank, this Agreement shall supersede.

Services

Mobile Deposit is designed to allow you to make deposits into your checking, money market and savings accounts from your camera enabled mobile device capable of capturing check images and information and electronically delivering the items and deposit information to the Bank for processing. You will be required to take a picture of the front and back of the check to be deposited. The photo must contain the MICR line and must read and capture all other data and information as required by this Agreement or Federal Reserve Regulations for the processing of these checks for payment.

Acceptance of Terms

This Agreement is subject to change from time to time. You will be notified prior to changes being made to the Mobile Deposit product. Your continued use of the Services will constitute your acceptance to the changes, and indicate your consent to the changes. You may choose to accept or decline the changes by continuing or discontinuing the use of the Services.

Limitations of Services

When using Mobile Deposit, you may encounter technical or other difficulties. We do not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

Joint Accounts

You understand and agree that to the extent permitted under applicable law, each owner of a Bank Account is jointly and individually responsible for all mobile deposit transactions that affect that account.

Fees

A fee is not currently charged for the use of the Services, but at the Bank’s discretion a fee may be charged in the future. You will receive 30 days’ notice of any new fees or changes to existing fee structures. You are responsible for all fees for the Services and authorize VNB to debit your account with the bank for payment. Regular account services charges will apply, if applicable.

Eligible Items

You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (Reg CC). When the image of the item is transmitted to VNB it is converted to an Image Replacement Document (IRD) 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 (UCC).

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 any alterations 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.
- Check previously converted to a Substitute Check, as defined by Reg CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined by Reg CC.
- Checks not payable in United States currency.
- Checks or items prohibited by VNB's current procedures relating to the Services or which are otherwise not acceptable under the terms of your VNB account.
- Checks payable on sight or payable through Drafts, as defined in Reg CC.
- Checks not endorsed on the back.
- Checks endorsed with any endorsement on the back other than specified in this Agreement.
- Checks that have been previously submitted through the Services or through another remote and/or mobile deposit service offered by any other financial institution.
- Checks that are in violation of any federal or state law, rule or regulation.
- Any item otherwise not acceptable under the terms of your Account Agreement.
- Money Orders
- Temporary Checks

Image Quality

The image of an item deposited to VNB using Mobile Deposit must be clear and legible, as determined by the sole discretion of VNB. The picture must contain images of the front and back of the check, showing the amount (both written and numeric), the payee, signature of the maker, date, check number, preprinted bank information (name and address), preprinted drawer information, MICR line and endorsement information. The image quality of the items must comply with the requirements established by VNB, the Board of Governors of the Federal Reserve Board, American National Standards Institute (ANSI) or any other regulatory agency, clearinghouse or association.

Endorsements

You agree to properly endorse any item transmitted through the Services, and agree to follow all other procedures and instructions for the use of the Services as VNB may establish from time to time. Any loss we incur from a delay, or processing error, resulting from an irregular endorsement or other markings by you will be your responsibility. The related loss will be debited to your account.

Receipt of items

We reserve the right to reject any item transmitted through the Services at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from VNB 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 to your account. After the deposit is made by you through Mobile Deposit and VNB receives the image, VNB will process the image by preparing a "substitute check" or clearing the item as an image. We further reserve the right to charge back your account at any time for any item that we subsequently determine was not an eligible item. You agree that VNB is not liable for any damages, loss, costs, or fees you may incur because of our chargeback of an ineligible item.

Availability of Funds

You agree that items transmitted using the Services are not subject to the Funds Availability requirements of Federal Reserve Reg CC. In general, if an image of an item you transmit through Mobile Deposit is received and accepted before 7:00 pm Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available the next business day from the day deposited.

Disposal of Transmitted Items

Upon your receipt of a confirmation from VNB for an image that you have transmitted, you agree to securely store and retain the check for 14 calendar days from the date of the image transmission. After 14 days, you agree to mark the check(s) VOID and then destroy by shredding or otherwise destroying the item(s). You agree that you will NEVER re-present the original check for any purpose. During the time the retained check is available, you agree to promptly provide it to the bank upon request. If the check is requested and not received in a timely (two business days at your own expense) manner, the deposit may be reversed from your account.

Deposit Limits

We reserve the right to impose limits on the dollar amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. If you try to initiate a deposit in excess of this limit, the deposit may be rejected. Unless otherwise specified by VNB, changes to such limits shall be effective immediately upon notice to you via email or the Bank's website. These limits may be changed anytime without notice. The standard parameters of such limits are presently:

Consumer:

- \$2,500 is the maximum amount that may be deposited in any one business day.
- 10 is the maximum number of deposited items per day.
- \$10,000 is the maximum amount that may be deposited within a calendar month.
- 100 is the maximum number of deposited items within a calendar month.

Business:

- \$5,000 is the maximum amount that may be deposited in any one business day.
- 10 is the maximum number of deposited items per day.
- \$15,000 is the maximum amount that may be deposited within a calendar month.
- 100 is the maximum number of deposited items within a calendar month.

Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in VNB's sole discretion, subject to the Account Services Agreement governing your account.

Errors

You agree to notify VNB of any suspected errors regarding items deposited through the Services right away and in no event later than 60 days after the applicable bank statement has been sent. Unless you notify VNB within 60 days, such statement regarding all deposits made through Services will be deemed correct and you are prohibited from bringing a claim against the Bank for any alleged error.

By using Mobile Deposit, you accept the risk that an item may be intercepted or misdirected during transmission. VNB bears no liability to you or others for any such item or information disclosed through such interception or misdirection.

Cooperation with Investigations

You agree to cooperate with VNB in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including, but not limited to, providing, upon request without further cost, any original copies of items deposited through the Services in your possession and your records related to such items and transmissions.

User Warranties and Indemnification – You warrant to VNB that:

- You will only deposit eligible items (not paid, not counterfeit, not altered).
- You will only deposit items made payable to you.
- You will not deposit duplicate items.
- You will not re-deposit or represent the original item.
- You will correctly endorse the item(s) deposited.

- All information provided to VNB by you is accurate and true.
- You will comply with the Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of any item.
- You agree the images sent to the VNB do not contain viruses or malware.
- You will immediately notify VNB, both verbally and in writing, should you discover any of your mobile devices have been lost, stolen or compromised. If the device is stolen or if the phone number of device is changed, you will wipe the device in person or remotely, whichever is applicable.
- You will ensure all mobile devices connected with the Services have the latest security protection and are using a secure internet connection. This may require updating your devices with a computer. Check the website of your device's manufacturer or mobile carrier for the latest software updates.
- You agree to indemnify and hold harmless VNB from any loss for breach of this warranty provision.

Ownership & License

You agree that VNB retains all ownership and proprietary rights in the Services, content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services:

- In any anti-competitive manner.
- For any purpose which would be contrary to VNB's business interest.
- To VNB's actual or potential economic disadvantage in any aspect.

Termination

We may terminate the Services at any time and for any reason. This Agreement shall remain in full force and effect until terminated by you or VNB. Without limiting the foregoing, the Services may be terminated if you breach any part of the Agreement, if you use the Services for any unauthorized or illegal purposes, or you use the Services in a manner inconsistent with the terms of VNB's Account Agreement or any other agreement with VNB.

Enforceability

VNB may waive enforcement of any provision this Agreement. No waiver of a breach with this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this Agreement. If any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Accountholder's Indemnification Obligation

You understand and agree that you are required to indemnify us and hold VNB harmless against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees, costs and expenses arising from your use of the Services and/or breach of the Agreements (including, but not limited to, any breach of the warranties, representations, or obligations contained in this Agreement). You understand and agree that this paragraph shall survive termination of this Agreement.

You understand and agree that you are required to indemnify VNB's technology partners their affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to

the Bank's or your use of the Services. You understand and agree that this paragraph shall survive the termination of this Agreement.

General Terms and Conditions

- Assignments – You may NOT assign this agreement.
- Governing Law – This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Oklahoma, and any choice of law rule shall be disregarded. Any lawsuit brought to enforce or interpret any provision of this Agreement shall be only brought in a state or federal court located in Tulsa County, Oklahoma.
- Severability – If one or more provisions of the Agreement is or are held to be invalid, illegal or unenforceable, under applicable law, the offending portions of such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be enforceable in accordance with its terms.
- Contact by Bank – No Bank employee or any company affiliated with the Bank, will contact you via e-mail or phone requesting your account information or security information. If you are contacted by anyone requesting this information, please contact us immediately.
- Security Interest – You grant VNB a security in all accounts or other deposits (whether general or special) you have with VNB, and in all funds in such accounts or other deposits, to secure your obligations to VNB under this Agreement. This security interest will survive termination of this Agreement.
- Waivers – Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.
- Headings – The headings set forth in the Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of the Agreement.
- Security – VNB will maintain best practice security information and security recommendations for online and mobile banking related services on it's website. Check <http://www.bankvnb.com/> to ensure you are in compliance

DISCLAIMER OF WARRANTIES – YOU AGREE YOUR USE OF MOBILE DEPOSIT SERVICES, 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. VNB DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

VNB MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY – YOU AGREE THAT WE 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 THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF VNB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF EXCEPT AS OTHERWISE REQUIRED BY LAW.