

QNB Bank - Mobile Check Deposit User Agreement (“Agreement”):

This Agreement contains the terms and conditions for the use of QNB BANK-Mobile Check Deposit Service that QNB Bank or its affiliates (“QNB”, “us,” or “we”) may provide to you (“you,” or “User”). Other agreements you have entered into with QNB BANK, including the Depository Agreement and Disclosures governing your QNB BANK account, are incorporated by reference and made a part of this Agreement.

1. Service. The QNB-Mobile Check Deposit Service (“Service”) is designed to allow you to make deposits to your checking or savings accounts from your mobile phone by taking a picture of the front and back of the check and delivering the images and associated deposit information to QNB BANK or QNB BANK’s designated processor.

2. Acceptance of these Terms. Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, QNB BANK reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

3. Fee. You understand and agree that fees may be changed from time to time. The current fees for both personal and business accounts can be found on the Bank’s website www.qnbbank.com. You further understand and agree that the fee for the Service is separate and apart from any other charges that may be assessed by your wireless carrier for text messages or other forms of communication sent to or received from the Bank. 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.

4. Equipment. Hardware requirements for use of the Service can be found on www.qnbbank.com. To use the Service, you must have a supported mobile wireless handheld device with a supported camera, Web Browser, and a supported operating system, (in each case, a "mobile device"), have a data plan for your mobile device, and download the App to your mobile device. The Bank does not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the QNB-Mobile Check Deposit Service. QNB 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.

5. Security of Your Mobile Device and Account Information. You are responsible for the following:

- a. *Maintaining confidentiality and security.* - Maintaining the confidentiality and security of your Mobile Device, 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 Service.
- b. *Preventing unauthorized access.* - Preventing unauthorized access to or use of the information, files or data that you store, transmit or use in the Service. You agree not to supply information that will allow access to the Service to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data entered using the Access Information. Any communications received through the use of your access information will be deemed to be sent or authorized by you. You agree to notify QNB BANK immediately if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Device. QNB BANK reserves the right to deny you access to the Service if QNB BANK believes that any loss, theft or unauthorized use of Access Information has occurred.

6. Limitations of Service. When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Service may 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 Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

7. Eligible items. You agree to deposit only checks as defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to QNB BANK shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Pennsylvania. You agree that you will not use the Service to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you.
- b. 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.
- c. Checks or items containing obvious 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.
- d. Checks or items previously converted to a substitute check, as defined in Reg CC.
- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Reg CC.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks or items prohibited by QNB BANK’s current procedures relating to the Service or which are otherwise not acceptable under the terms of your QNB BANK account.

8. Image Quality. The image of an item transmitted to QNB BANK using the Service must be legible. The image quality of the items 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.

9. Endorsements and Procedures. You agree to endorse any item transmitted through the Service with your signature and “For Mobile Deposit Only” or as otherwise instructed by QNB BANK. You agree to follow any and all other procedures and instructions for use of Service as QNB Bank may establish from time to time.

10. Receipt of Items. We reserve the right to reject any item transmitted through the Service, 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 QNB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

11. 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. Funds deposited using the Service will be available after QNB BANK receives payment for the funds submitted. QNB BANK may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as QNB Bank, in its sole discretion, deems relevant.

12. Disposal of Transmitted Checks and Items. After a check or item has posted to your account, you agree to prominently and permanently mark the check or item as “VOID.” You agree never to re-present to QNB BANK or any other party a check or item that has been deposited through the Service unless otherwise notified by QNB Bank. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to QNB BANK as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for audit purposes. You agree to destroy or otherwise properly dispose of each original check or other item that has been accepted for deposit through the Service ten (10) days after the check or item has cleared following the deposit date to ensure that such original checks and items are not re-presented for payment. You understand that a paper shredder is one such method to assure disposal or destruction. Prior to such disposal or destruction, you agree to safeguard such checks and items in a secure location in order to provide them to QNB BANK if requested to do so. You understand and agree that you are responsible if an original check or other item is misused following submission through the Service.

13. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time.

14. Errors. You agree to notify QNB BANK of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable QNB BANK account statement is sent. Unless you notify QNB BANK within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against QNB BANK for such alleged error.

15. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in QNB BANK’s sole discretion subject to the Depository Agreement governing your account.

16. Ownership & License. You agree that QNB BANK retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service 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 Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to QNB BANK’s business interest, or (iii) to QNB BANK’s actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

17. Disclaimer of Warranties. You agree your use of the 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. We disclaim all warranties of any kind as to the use of the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and no infringement. We make no warranty that the Service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the Service will be accurate or reliable, and (iv) any errors in the Service or technology will be corrected.

18. 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 Service 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 this Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if QNB BANK has been informed of the possibility thereof.

19. User warranties and indemnification.

You make the following warranties and representations with respect to your use of the Service and each image of an original check you transmit to us using the Service:

- a. Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- b. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- c. Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
- d. Other than the digital image of an original check that you remotely deposit through the Service, there are no other duplicate images of the original check.
- e. Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- f. You have not knowingly failed to communicate any material information to us.
- g. You will retain possession of each original check deposited using the Service for the required retention period and neither you nor any other party will submit the original check for payment.
- h. You will not use the Service and/or your accounts for any illegal activity or transactions.
- i. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Service and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.

20. Termination. You may, by written request, terminate the Services provided for in this Agreement. We may terminate your use of the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your account.

21. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of 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 to modify the terms of this Agreement. In the event that 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.

22. Other terms. You may not assign this Agreement. This Agreement is entered into in Pennsylvania, and shall be governed by the laws of the Commonwealth of Pennsylvania and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.