

UMB MOBILE REMOTE DEPOSIT TERMS AND CONDITIONS
(for Consumer and Small Business Customers)
Effective July 1, 2020

These Mobile Deposit Terms and Conditions, as they may be amended from time to time (the "**Mobile Deposit Terms**" or "**Terms**"), govern your use of the UMB Mobile Remote Deposit Capture Service ("**Mobile Deposit Service**" or "**Service**"). These Terms amend and supplement the UMB Online Banking Agreement (the "**Online Banking Agreement**"). The E-Sign consent provisions of the Online Banking Agreement apply to these Terms. That means that these Terms will become a part of your Online Banking Agreement with us when you accept them by clicking on "Agree" at the time you enroll in this Service, or when you use the Mobile Deposit Service for the first time. **You should keep an active email address on file within our Online Banking Service and check that address after you make a deposit to verify that the deposit was transmitted successfully and was accepted for deposit to your Account.**

In these Terms, "**we**," "**us**" and "**UMB**" mean UMB Bank, n.a., and "**you**" means any person who owns a consumer or small business Bank Account at UMB that accesses the Mobile Deposit Service. "**Bank Account**" means any checking or savings account at UMB Bank to which you have access through Online Banking. Other capitalized terms used but not defined in these Terms have the meanings given in the Online Banking Agreement. In the event of any inconsistency between these Terms and either the Online Banking Agreement, these Terms will control with respect to the Mobile Deposit Service. Please read these Terms carefully.

1. General Description of Mobile Deposit Service. The Mobile Deposit Service allows consumer and small business customers of UMB to make deposits to their UMB checking and savings Bank Accounts with us using a compatible mobile device. You may access the Mobile Deposit Service using the UMB Online Banking App on your mobile device. You can download the UMB Online Banking App from the iTunes® Store or Google Play™ store.

To utilize the mobile deposit service, you simply take a picture of the front and back of a check that is payable to you (a "**Check**") with the Mobile App and digitally transmit the images to us for deposit to your Bank Account. You select the Bank Account into which the deposit(s) will be made through the Service in our Online Banking Service. The Bank Accounts that are eligible for this Service will be displayed once you sign into the UMB Online Banking Mobile App. However, any Health Savings or loan Accounts that you have with us are not eligible for the Mobile Deposit Service. You may not use the Mobile Deposit Service to deposit "**Ineligible Checks**" as defined in Section 9 below. You may not make a deposit through the Mobile Deposit Service from a location outside of the United States or U.S. Territories.

2. Our Deposit Account Agreement is part of this Agreement. Our Deposit Account Agreement contains additional terms and conditions that apply to your Bank Accounts and this Service. (The Deposit Account Agreement is found in the "Important Information Regarding Your Deposit Accounts" booklet that you received

when you opened your Bank Account, and the Deposit Account Agreement includes all current amendments.) Visit any UMB banking center if you would like a copy of our Deposit Account Agreement. The Deposit Account Agreement includes representations and warranties you make to us when you deposit checks into one of your Bank Accounts, our rights and your obligations if a check you deposit is returned unpaid, and similar matters. Except as expressly amended by these Terms, all the provisions of the Deposit Account Agreement apply to the Mobile Deposit Service and to Checks that you send us through the Service.

3. Fees. We do not currently charge fees for enrolling in or using the Mobile Deposit Service. Fees related to your deposit account activity, such as for returned checks or obtaining copies of checks or statements, apply when you use the Service. We reserve the right to charge fees for this Service in the future.

4. Limits on the Amount and the Number of Checks You May Deposit Through Mobile Banking. There are limits on the number and dollar amount of checks you can deposit using the Mobile Deposit Service. Limits are set at the customer level.

We limit the number of deposits you may make daily and monthly using the Mobile Deposit Service, and there is a dollar limit on individual Checks and on the total dollar amount of deposits you may make per day and per month using the Mobile Deposit Service (collectively our “**Deposit Limits**”). Those limits vary depending on factors such as the type of Bank Account you have, whether you are a consumer or small business customer, the length of time your Bank Account has been open, and your deposit history with us. The term “**Single Check Limit**” means the maximum dollar amount of any Check that you may deposit using the Service. “**Daily Limit**” means the total dollar amount of deposits that you may make through the Service per day. “**Daily Count Limit**” means the total number of Checks that you can deposit using the Service on any day. The “**Multi-Day Limit**” is the maximum dollar amount of Checks that may be deposited using the Service during any consecutive rolling 22 business day period. “**Multi Day Count Limit**” means the total number of Checks that you can deposit using the Service during any consecutive rolling 22 business day period.

For retail banking consumers who have had a Bank Account with us for three months or less and whose account has been maintained in a satisfactory manner, your Single Check Limit and your Daily Limit is \$500. Your Daily Count Limit is 3 Checks. Your Multi-Day Limit is \$1,000, and your Multi-Day Count Limit is 5 Checks.

For retail banking consumers who have had a Bank Account with us for more than three months, and whose account has been maintained in a satisfactory manner, your Single Check Limit and your Daily Limit is \$2,500. Your Daily Count Limit is 10 Checks. Your Multi-Day Limit is \$10,000, and your Multi-Day Count Limit is 25 Checks.

For small business customers whose accounts have been maintained in a satisfactory manner, your Single Check Limit and your Daily Limit is \$10,000 for small business account types. Your Daily Count Limit is 25 Checks. Your Multi-Day Limit is \$50,000, and your Multi-Day Count Limit is 50 Checks.

For Private Banking customers whose accounts have been maintained in a satisfactory manner, your Single Check Limit and your Daily Limit is \$10,000. Your Daily Count Limit is 10 Checks. Your Multi-Day Limit is \$50,000, and your Multi-Day Count Limit is 25 Checks.

If you attempt to deposit Checks to your Account through the Mobile Deposit Service that exceed any of your Deposit Limits, we may reject your deposit. If we reject your deposit, funds from that deposit will not be credited to your Bank Account. The Service may alert you at the time that you submit a Check for deposit that the Check exceeds one of the Deposit Limits. But we may also notify you after your deposit has been successfully transmitted that we have rejected your deposit. If we reject your Check after it has been transmitted, we will send you an email telling you that within one (1) business day after we received it. If we reject a Check through the Service, you may bring the Check to one of our branches or ATMs for deposit.

You should keep the original Check for at least 10 days after you transmit the image to us for deposit, in case you later need the original.

We can change the Deposit Limits at any time in our sole discretion, and the changes may be effective immediately. If we change the Deposit Limits, we may provide notice to you in the Service or in an email to you, and your use of the Service after that notice will constitute your consent to the change. But we may change the Deposit Limits or decline to accept any more Checks from you for deposit through the Service without prior notice to you if we believe that it is necessary under the circumstances to protect ourselves from possible losses, or because you have not complied with the Terms governing this Service or you have not complied with our Deposit Account Agreement.

We may accept and process the Checks, in our sole discretion, that exceed the Deposit Limits or that are Ineligible Checks. Our acceptance of a Check in excess of any Deposit Limits or of an Ineligible Check does not require us to accept those types of Checks at a future time.

5. Transmission and Acceptance of Images; Image Quality. In order to deposit a Check using the Mobile Deposit Service, you must send us an image of both the front and back of each Check, and enter the amount of the Check in the Service. The front image must clearly display the entire MICR line (the line that shows the check's routing number and account number). After capturing the images, you should look at them to make sure they are legible, and verify and validate the total amount of the deposit. The image quality of each Check must meet the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve System, and any other regulatory agency, clearing house or association (our "**Check Standards**"). You acknowledge that you are solely responsible for the quality, completeness, accuracy, validity, and integrity of each Check sent by you for deposit to your Bank Account. Upon receipt of Checks through the Service, we may examine the Checks to ensure they are not Ineligible Checks (as defined in Section 9 below) and we may, in our sole discretion, reject and not accept the Check or elect to accept and process the Check. **No deposit is complete until**

we have notified you of our acceptance of your Check in the manner set forth in Section 6 of these Terms. If your Check image does not meet the Check Standards, or if we otherwise determine that we cannot process a Check you send us because, for example, it is an Ineligible Check (a “**Rejected Check**”), we will we notify you at the time you submit the deposit (if that information is available at the time), or in an email to the address you have provided in our Online Banking Service. If we notify you that we have rejected the Check for deposit, you may usually re-image the Check (as long as the Check is not an Ineligible Check and the image meets the Check Standards) and resubmit it for deposit to your Bank Account using the Service, or you may deposit the original by another means. We may, at our option and solely for our benefit, also perform other risk management steps to detect potentially fraudulent checks and/or check for viruses and malware, and, in our sole discretion, reject any Check or file.

6. When Checks Are Considered Received Through Mobile Deposit; Cut-Off Time. A Check that you submit through the Service is considered received by us for deposit when the Check has been successfully transmitted to us and you receive an email notice that we have accepted the Check for deposit. On any day that is a Business Day, we usually review a Check within an hour after it is transmitted to us, but it may take up to a full Business Day for us to review your deposit. Images of Checks that are accepted by our Mobile Deposit Service by 6:00 p.m. Central Time on one of our Business Days (the “**Cut-Off Time**”) will be considered received by us on that Business Day. Checks that are reviewed and accepted after the Cut-Off Time or on a non-business day (e.g. a Saturday, Sunday or holiday) are considered to have been received by us on the next Business Day.

7. When Funds from Your Check Deposited Through Mobile Deposit Will be Available. Funds from Checks deposited through our Mobile Banking Service may not be available for immediate withdrawal. If your Check has been successfully transmitted to us and accepted for deposit through the Service (i.e. you have received an email from us that says the Check has been approved), the first \$225 of the Check will be available on the day of your deposit. Funds in excess of \$225 will not be available before the next banking day after the day of your deposit. For example, if checks totaling \$400 are accepted by our Mobile Banking Service on a Saturday, \$225 of the deposit will be available for withdrawal on Saturday. The remaining \$175 will not be available until Tuesday, or on Wednesday, if that Monday was a holiday.

However, longer delays may apply. Our Deposit Account Agreement describes all the circumstances under which funds you deposit by check (including Checks that you have sent to us through our Mobile Banking Service) may be delayed. See Part V-A of our Deposit Account Agreement, titled “Regulatory Disclosures,” in the section titled “Your Ability to Withdraw Funds.” Funds availability may be delayed for up to five (5) banking days, in addition to the two-day delay previously explained.

We will send you a notice if we delay the availability of funds from your Check deposit beyond two business days from the day your deposit has been accepted.

8. Your Representations and Warranties. By sending the image of a Check to us through the Service, you represent and warrant to us that as of that date: (a) each

Check is an “item” (as defined in Article 4 of the UCC) and is acceptable for deposit under the Deposit Account Agreement; (b) the Check contains a preprinted serial number; (c) the Check is valid, accurate, complete, and authentic; (d) the Check was completed and duly signed by the drawer, who is the drawer named on the Check; (e) the Check is payable directly to you and that you have endorsed the Check (but we may consider the Check as including your endorsement even though you have not signed the Check), (f) the Check amount is in the exact amount of the goods or services purchased or is otherwise owing to you; (g) any goods or services for which the Check was tendered to you have been delivered to the drawer and have not been returned or disputed; and (h) the Check is not an Ineligible Check. In addition, you make the same representations and warranties to us with regard to each Check transmitted by you through the Mobile Deposit Service pursuant to these Terms as you make under our Deposit Account Agreement and the UCC as if you presented the original check or other item to us, rather than the Check images. You agree to indemnify UMB for claims, losses or damages arising out of any breach by you of these representations and warranties.

9. Ineligible Checks. You agree that you will not image and attempt to deposit any of the following types of checks or items using the Mobile Deposit Service (we call these “**Ineligible Checks**”):

- a. foreign checks (meaning checks drawn on financial institutions that are located outside the United States or its territories or that otherwise do not clear through the Federal Reserve System).
- b. “starter checks” or checks that do not have pre-printed account numbers and check numbers that are not written in magnetic ink.
- c. any checks or items made payable to any person, company or party other than you (i.e., any third party check).
- d. checks or items containing an alteration on the front of the item, or which you know or suspect, or should have known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- e. checks that are remotely created as defined by Reg. CC or which are not in original form or are “substitute checks.”
- f. U.S. savings bonds.
- g. checks or items that are stale-dated or more than six (6) months old.
- h. checks or items that are post-dated or future-dated.
- i. checks or items not payable in U.S. currency.
- j. checks or items which have been previously deposited in any manner (including use of the Mobile Deposit Service or other means), except as expressly allowed under these Terms.
- k. Money orders.

- I. other types of checks or items identified by UMB as ineligible for the Mobile Deposit Service, or for deposit in your Bank Account generally.

10. Endorsements. You should restrictively endorse any item transmitted through the Mobile Deposit Service, by adding words such as “**For Mobile Deposit Only at UMB Bank**” with your signature on the back of the Check. You agree to follow any other instructions for use of the Mobile Deposit Service that we may establish from time to time. Failure to properly endorse the Check and/or follow the instructions and procedures for the Mobile Deposit Service might cause a delay in processing the Check. If there is no endorsement and signature of the back of the Check, or if the check is missing any of the required endorsements or signatures, we may choose not to accept it for deposit through the Service.

11. Your Obligations After You Transmit a Check to Us. We will process for deposit the Checks you submit to us, subject to our right to reject Ineligible Checks and other Checks that do not comply with these Terms and the Deposit Account Agreement. Upon your receipt of confirmation from us that we have accepted an image of the Check you transmitted, you should write “Mobile Deposit on [date]” in a blank space such as in the “memo” line on the face of the Check. You must then safeguard the security of the original of the Check for at least ten (10) days and thereafter must destroy the original of the deposited Check in a secure manner such as by shredding. During the time that you hold the original Check, you agree to make it available to us at no cost on request at any time. You agree to cooperate with us in the investigation of any unusual transactions, poor quality images, or other problems related to the Check. After you destroy the original Check, you will be able to get an image of the Check that you deposited from us.

12. Your Responsibility for Multiple Deposits of the Same Check. You acknowledge and agree that you will bear sole responsibility and liability in the event of multiple deposits of the same Check, whether such multiple deposits are intentional or unintentional and whether resulting from fraud or for any other reason whatsoever, and whether such multiple deposits are made electronically or as paper checks with us or any other financial institution or any combination thereof. You agree that we may debit the amount of any such Check which is deposited more than once from your Bank Account, and to the extent funds in your Bank Account are insufficient to cover that amount, then any balance may be debited by us from any of your other Bank Accounts, as we determine in our sole discretion. You agree that we have no liability or responsibility for any failure to detect a duplicate Check.

13. Presentment of Checks. Unless otherwise agreed to in writing by us, we will, in our sole discretion, determine the manner in which Checks will be presented for payment to the drawee bank. Likewise, we will, in our sole discretion, select the clearing agents used to collect and present the Checks and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. You agree to be bound all clearinghouse Rules and Regulations and the Regulations of the Board of Governors of the Federal Reserve.

14. Physical Delivery. You agree that if for any reason you are not able to image and transmit Checks to us, including, without limitation, communications, equipment or software outages, interruptions or failures, you will be responsible for using other means to deposit the original checks. The deposit of original checks at a UMB location or ATM shall be governed by the terms and conditions contained in the Deposit Account Agreement and not by these Remote Deposit Terms.

15. Returned Checks. We will process and return unpaid Checks in accordance with applicable laws and regulations and the Deposit Account Agreement. If Checks previously deposited are dishonored and returned unpaid, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with these Terms, the original Check will not be returned to you, and we may reverse any credit for the Check that was provided to you. You understand and agree that the image may be in the form of an electronic or paper reproduction of the original Check or a substitute check.

16. Limitation of Liability. In addition to, and not in lieu of, the limitations of liability set forth elsewhere in the Online Banking Agreement, you agree that you shall remain liable for and that we shall not be accountable to you for any Check that is not received and accepted by us or is intercepted or altered by an unauthorized third party. You agree that we shall have no obligation to accept a Check and therefore may reject any Check you submit. We have no obligation to notify you of the rejection of any Check but will make reasonable efforts to do so. We shall have no liability to you for any Ineligible Checks or for the rejection of any Check or for failure to notify you of a rejection. We are not responsible for detecting any errors contained in any Checks created by you and transmitted to us. We are not responsible for examining the Checks to verify any data or dates and will disregard any restrictive notation of any kind other than "For Mobile Deposit Only".

Except as otherwise provided in Section 18 below (Additional Regulatory Disclosures), we provide the Mobile Deposit Service to you as a convenience, on an AS IS, AS AVAILABLE basis. You agree that we will have no liability or responsibility for any failure to detect duplicate Checks, fraudulent Checks or any errors in data that you enter into the Service regarding Checks, or for verifying any dates or data, and, except as otherwise expressly set forth in these Terms, we have a right to disregard any restrictive notation on the Checks of any kind.

You may periodically experience technical or other difficulties when using the Mobile Deposit Service. We are not responsible for any difficulties or interruption to the Service you may experience, or any damages you may suffer as a result of those kinds of problems. We may change one or more of features of the Service in our sole discretion at any time without prior notice except as required by law. We also reserve the right to change, suspend, or terminate your right to use the Mobile Deposit Service in whole or in part in our sole discretion at any time without prior notice to you. The acceptance of a Check via the Mobile Deposit Service is provisional, and we reserve the right to reject any Check upon further review as set forth in Section 6 above. If you violate these Terms , the Online Banking Agreement or our Deposit Account

Agreement, we may terminate your access to the Service or your account relationship with us.

17. Indemnity. In addition to, and not in lieu of, the indemnification provisions of the Online Banking Agreement, you agree to indemnify and hold UMB Bank, n.a., and its directors, officers, employees and agents harmless from all losses, liability, claims, demands, judgments and expenses (including attorney's fees and expenses) arising out of or in any way connected with any of the following: your use of the Mobile Deposit Service, your negligence or willful misconduct, your breach or violation of any term, provision or representation contained herein, the multiple submission for deposit of imaged Checks using the Mobile Deposit Service, the submission of fraudulent items using the Mobile Deposit Service, any failure of your mobile device or the software or any disruption in the transmitting of any images or data by you to us, your failure to endorse any Checks electronically transmitted by you to us, your failure to destroy the originals of imaged Checks submitted by you using the Mobile Deposit Service within the time frame recommended in Section 6 of these Terms, any misuse of the mobile device or the herein designated hardware or software by you or by any individual or entity acting on your behalf or within your control, or your failure to comply with any applicable federal and state statutes, rules and regulations in force pertaining to or Mobile Deposit Services procedures for the Mobile Deposit Service or to the deposit of Checks in your Bank Account.

18. Additional Regulatory Disclosures. The following regulatory disclosures apply only to consumer customers who use our Mobile Deposit Service to deposit Checks into Bank Accounts that are maintained primarily for personal, family or household purposes.

- a. **Our Liability for Failure to Complete Transactions.** We will process and complete all electronic deposits properly initiated through the Service in accordance with these Remote Deposit Terms. If we do not complete an electronic deposit to a consumer's Bank Account on time or in the correct amount under these Terms, our liability is limited to your direct damages proved. However, we will not be liable if:
 - i. You have not provided us with the correct Check information through the Service.
 - ii. The electronic deposit would exceed the applicable Deposit Limits referenced in Section 4 of these Terms.
 - iii. The Check image transmitted to us through the Service is illegible, incomplete, or otherwise does not meet the Check Standards referenced in Section 5 of these Terms, and we therefore reject the Check for deposit electronically.
 - iv. The Service, the UMB Mobile App, or your Smart Phone or other electronic device through which you attempt to deposit the Check is not working properly.
 - v. The Check is returned to us unpaid for any reason.
 - vi. Another financial institution mishandles or delays handling a Check that we have sent for collection.

- vii. Circumstances beyond our control prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.
 - viii. If you have violated the terms of our Online Banking Agreement or Deposit Account Agreement, or as otherwise set forth in these Terms.
- b. **Statements.** All of your deposit made through the Service will appear on your Account statement(s). You can also access information about your banking transactions, including your electronic deposits, through our Online Banking Service.
- c. **Business Days/Hours of Operation.** Our business days are Monday through Friday, except bank holidays. Although the Service is generally available 24 hours a day, 7 days a week, acceptable images of Checks must be received by us through the Service no later than the “Cut-off Time” on our business days referenced in Section 6 of these Terms. However, the Service is not available during scheduled maintenance periods and during unscheduled system outages.
- d. **Notice of Your Rights and Liabilities.** Tell us AT ONCE if you believe that one or more of your security codes (such as your User ID or Password) have been lost or stolen. Otherwise, you could lose all the money in your Accounts accessed by the Service. Telephoning is the best and fastest way of keeping your possible losses down.

If you believe your security code has been lost or stolen or that someone has transferred or may transfer money to or from your Account without your permission, call 800.699.8702, or if you are calling from the Kansas City metropolitan area, call 816.860.5798, or fax to: 800.317.3109, or write to:

UMB Online Banking Support Dept.
118 Mail Stop 3020001
PO Box 419226
Kansas City, MO 64141-6226

If you tell us within two (2) business days after you discover that your security code has been lost or stolen, you can lose no more than \$50.00 if someone used your security code without your permission. If you do not tell us within two (2) business days and we can prove we could have stopped someone from using your security code without your permission if you had told us, you could lose as much as \$500.00 or a lesser amount as permitted by state law. If you are a Colorado resident and the unauthorized use occurs through no fault of your own, no liability shall be imposed. Also, if your statement shows payments or transfers that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if

we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) prevented you from telling us, we will extend the time periods.

- e. **Errors and Questions.** In case of errors or questions about your electronic transfers or payments, you should:
- i. Telephone UMB Online Banking Support at 800.699.8702, or, if you are calling from the Kansas City metropolitan area, 816.860.5798, or
 - ii. Write to:
UMB Online Banking Support Dept. 118 Mail Stop 1110402
PO Box 419226
Kansas City, MO 64141-6226

We must hear from you no later than sixty (60) days after you received the FIRST statement or notification on your PC or other electronic device in which the problem or error appeared.

- (a) Tell us your name and Account Number.
- (b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

- iii. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty- five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.
 - iv. We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.
- f. **Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your Accounts or the transactions you make:

- i. Where it is necessary for completing a transaction, responding to a claim with respect to a Check deposited to your Account electronically, or for administering your Bank Account; or
- ii. In order to verify the existence and condition of your Bank Accounts to a third party, such as a credit bureau or merchant; or
- iii. In order to comply with the order of a governmental agency or court or a subpoena; or
- iv. If you give us your written permission; or
- v. As provided in our Privacy Policy; or
- vi. As otherwise provided by Missouri or federal law.

19. Ratification of Agreements. Except as expressly modified in these Remote Deposit Terms, the Deposit Account Agreement and Online Banking Agreement remain unchanged and you hereby confirm and ratify your acceptance of these agreements.