

This document governs the terms and conditions for Pan American Bank & Trust's mobile deposit services. We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time by accessing it within our mobile application(s) or on our website.

1. General

As a subscriber to the Pan American Bank & Trust Mobile Deposit Service (the "Service"), these Mobile Deposit Terms & Conditions (the "Agreement") becomes a part of the Internet Banking Agreement and Disclosure and the deposit account agreement governing your account(s), as amended from time to time (collectively, the "Account Documentation") between Pan American Bank & Trust (the "Bank") and you (the business entity or individual applying for or using the Service, also referred to as the "Client" or "User"). The terms of the Account Documentation are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby. By acknowledging or signing the applicable Account Documentation or by using or continuing to use the Service, you agree to these Terms & Conditions. In the event of a conflict between this Agreement and the Account Documentation, this Agreement will govern with respect to deposits made through the Service. Deposits made through other channels continue to be governed by the deposit account agreement governing account(s).

2. Service

The Service is designed to allow the Client to deposit checks to his or her designated checking, money market or savings account ("Account") held at the Bank using approved mobile devices. Checks are scanned using the camera on the mobile device and securely transmitted to the Bank for review and deposit. By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check.

3. E-Signature & Electronic Disclosures Agreement

This E-Signature and Electronic Disclosures Agreement ("E-Sign Agreement") applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through the Service offered by Pan American Bank & Trust ("Bank") for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender or Recipient or registering to use this Service.

4. Hardware, Software and Operating System

The requirements for accessing our online systems to use this Service and access disclosures are as follows: You must use a smart phone to use this Service. You must have a device that uses a supported version of one of the following browsers: Internet Explorer, Firefox, Chrome, or Safari. You must also use the Bank's mobile application for the device you are using by downloading it from the application store in order to use this Service. You are responsible for installation, maintenance, and operation of devices used to access this Service. The Bank is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. The Bank is also not responsible for viruses or related problems associated with use of these online systems.

5. Limits and Fees

You agree to the following fees and deposit limits by using this service. Deposit limits and fees are subject to change from time to time. If you attempt to initiate a deposit in excess of the

limits outlined below, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will be subject to the terms of this Agreement and we will not be obligated to allow such a deposit at other times. 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.

Service	Fee
Mobile Deposit	Waived

Deposit Limits	Dollar Amount
Per Deposit – Personal Account	\$2,000
Per Day – Personal Account	\$2,500
Per Deposit – Business Account	\$5,000
Per Day – Business Account	\$50,000

6. Qualifications

Use of the Service is subject to Bank approval. In order to be eligible to use the Service, your account(s) must meet qualification criteria set by the Bank. We will review all accounts for which you are a signer in order to determine your qualification for the Service. If you are not eligible for this Service, we will notify you of our decision via email. The Bank may, in its sole discretion, revoke our qualification for the Service at any time.

7. Eligible Items

You agree that you will utilize this Service to electronically capture and deposit only checks (i.e.: drafts drawn on a credit union, savings and loan or bank and payable on demand). All checks deposited must be payable to the owner(s) of the account where funds are to be credited. Checks must be drawn on United States financial institutions. Checks also must contain the following information in an easily readable format:

- a) The amount of the check, both written and numerical;
- b) The payee;
- c) The drawer's signature;
- d) The date of the check;
- e) The check number;
- f) Information identifying the drawer and the paying bank that is preprinted on the check in a commercially acceptable format, including the routing number, account number and check number (also known as the MICR)

8. Ineligible Items

You agree that you **will not** utilize this Service to electronically capture and deposit any checks as listed below:

- a) Checks that do not contain the information outlined in Section 7 of this Agreement;
- b) Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited to;
- c) Checks payable jointly, unless deposited into an account in the name of all payees;
- d) Checks with endorsements on the back other than that specified in this Agreement;

- e) Checks containing alteration to any fields on the front of the check, 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;
- f) Savings bonds, Canadian checks and foreign checks;
- g) Checks payable in a currency other than United States currency;
- h) Checks dated more than 6 months prior to the date of the deposit and/or future-dated checks;
- i) Checks on which the numerical and written amount are different;
- j) Checks that have been previously returned unpaid by the financial institution on which they are drawn, including substitute and remotely created checks;
- k) Checks that are payable to cash;
- l) Checks that are stamped or otherwise indicate they are “non-negotiable”;
- m) Checks that have been previously deposited to the Bank or another financial institution via mobile capture or other means.

9. Endorsements

You agree to restrictively endorse any check transmitted through the Service as follows or otherwise instructed by the Bank:

- a) Your endorsement must include your signature;
- b) Your endorsement must contain the restriction ‘For Mobile Deposit Only’;
- c) A check made payable to two payees must be endorsed by both payees
 - a. A check made payable to you **or** your joint owner can be restrictively endorsed by either owner
 - b. A check made payable to you **and** your joint owner must be restrictively endorsed by both owners.

If you attempt to initiate a deposit with an improper endorsement, we may reject said deposit. We are not responsible for any losses incurred as a result of rejecting deposits that you have made through the Service which do not bear a proper endorsement. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

10. Receipt of Deposits.

Mobile deposits may be made into eligible checking accounts, including Money Market Deposit Accounts, and/or Savings Accounts. IRAs and Certificates of Deposit are ineligible for Mobile Deposit. When the Bank receives the image, we will confirm receipt via email and/or text message to you as determined by you. Confirmation does not mean that the transmission was error free or complete. We are not responsible for checks we do not receive or for images that are dropped during transmission.

The Bank reserves the right to reject any check transmitted using the Service, at our discretion, without liability to you. We will notify you of reject items via email and/or text message as determined by you.

11. Original Checks

After you receive confirmation that we have received an image, you must securely store the original check for 30 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us

within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account.

Promptly after 30 calendar days expires, you must destroy the original check by first marking it VOID and then destroying it by cross-cut shredding or another commercially acceptable means of destruction.

12. Returned Deposits

Any credit to your account for checks deposited via Mobile Deposit will be a provisional. If a check that you deposit using the Service is returned or charged back on your account, it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our Fee Schedule and Account Agreements. Unless otherwise instructed by the Bank, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We are not responsible for any losses incurred as a result of deposits returned on your account.

We may debit any of your account to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

13. Your Warranties

You represent and warrant to us that:

- a) Any image we receive accurately and legibly represents all of the information on the front and back of the original item as originally drawn;
- b) You will not redeposit through this Service any check previously deposited and returned to you unless we advise you otherwise;
- c) No person will receive a transfer, presentment or return of, or otherwise be charged for, the check (either the original check or a paper or electronic representation of the original check) such that the person will be asked to make payment based on a check that has already been paid;
- d) You will employ commercially reasonable security measures sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- e) You will use the Service only to transmit checks that originated as paper items;
- f) You will not deposit or otherwise endorse to a third party the original check;
- g) The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check;
- h) You are authorized to enforce and obtain payment of the original check;
- i) You will contact us immediately should you find/feel that your Mobile Deposit access was compromised in any way;
- j) File and images transmitted by you to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems;
- k) You will comply with this Agreement and all applicable rules, laws and regulations.

14. Funds Availability

You agree that checks submitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds from deposits made via the Service generally will be available for withdrawal by the next business day after the day of

deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion.

If we receive a check at or before 4:00 p.m. Central Standard Time (CST) on a business day we are open, we will consider that day to be the day of deposit. If we receive a check after 4:00 p.m. CST or on a weekend or federal or state holiday, we will consider that the deposit was made on the next business day.

15. Mobile Deposit Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized access to your device. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

16. Errors and Discrepancies

You agree to notify the Bank in writing of any suspected errors regarding checks deposited through the service immediately upon learning of the error and, in no event later than 60 days after the applicable Bank account statement is mailed to you. Notices of any error or discrepancy shall be sent to:

Pan American Bank & Trust
Attn: Electronic Banking Department
1440 W North Ave
Melrose Park, IL 60160

Or by email to ebanking@panamerbank.com

If contacting us by email, please do so via online banking or the mobile banking app. Information sent via regular email is not secure. All notices sent shall include a description of the error or discrepancy, your name, your Online Banking Username and contact information (such as your telephone number and/or email address).

17. Errors in transmission

By using the Service, you accept the risk that a check may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors.

18. Withdrawal of Access/Suspension of Service

Pan American Bank & Trust reserves the right to deny, suspend or revoke access to the Mobile Check Deposit services immediately, in whole or in part, in its sole discretion,

without notice, if Pan American Bank & Trust believes you are in breach of this Agreement or are otherwise using or accessing the services inconsistent with the terms and conditions hereof. Further, Pan American Bank & Trust, or its subcontractor shall have the right to suspend the Service immediately (a) in the event of an emergency or in the event of risk beyond reasonable control, (b) if Pan American Bank & Trust is uncertain as to the accuracy of any check, or (c) Pan American Bank & Trust determines in its sole discretion that your financial condition renders use of the Services no longer advisable.

19. Mobile Deposit Unavailability

Mobile Check Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Check Deposit is unavailable, you may deposit original checks at our branches.

20. Wireless Service

Your wireless provider's data and messaging rates apply to internet access, including your access to Mobile Check Deposit. We do not charge you to access your account information using Mobile Check Deposit; however, downloadable content may incur additional charges from your wireless service provider. All such charges are billed by and payable to your wireless service provider and you are responsible for any charges from your wireless service provider. Additionally, your wireless service provider may impose limitations on your internet access, text messages and data transmission that are outside of our control. Please contact your wireless service provider for more information if you are uncertain about any charges or limitations imposed by your wireless service provider. We are not responsible for any damages resulting from your failure to comply with the terms and conditions of any agreement with your wireless service provider.

21. Ownership & License

You agree that the Bank retains all ownership and proprietary rights in the Service, associated content, technology, website(s) and app(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 Bank's business interest, or (iii) to 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.

22. Governing Law and Attorney Fees

The laws of the State of Illinois shall govern this Agreement and all transactions hereunder. You acknowledge that You have reviewed this Agreement, understand the terms and conditions set

forth herein, and agree to be bound hereby. If there is a lawsuit, You agree to submit to the jurisdiction of the state and federal courts located in Cook County, State of Illinois.

23. Amendment

We may amend or change any of the terms and conditions of these Mobile Deposit Terms and Conditions at any time and will notify when we do so.