

ICBC Mobile Banking Application

Remote Deposit Capture Supplemental Terms and Conditions

Thank you for choosing Commercial Bank of China (USA) NA's Remote Deposit Capture ("Mobile Deposit Service") which allows you to make check deposits to your account remotely. These Remote Deposit Capture Supplemental Terms and Conditions (the "**Supplemental Agreement**") applies if you use this service and supplements the terms presented in the Mobile Application End User License Agreement (the "**EULA**"). Please review this Supplemental Agreement carefully and retain a copy for your records. Capitalized terms not defined in this Supplemental Agreement shall have the meaning set forth in the EULA.

1. **DESCRIPTION OF SERVICE.**

The Bank's Mobile Deposit Service allows you, to make deposits to your savings and checking accounts under one user name by remotely by transmitting images of paper checks with your recognized web-enabled device to the Bank or the Bank's designated processor. This Mobile Deposit Service is intended for the sole benefit of the accountholder(s).

2. **GETTING STARTED.**

To sign up for the Mobile Deposit Service, you must be able to download the Application to your web-enabled Mobile Device that has a camera or similar imaging equipment. For a list of approved devices as well as hardware and software criteria, visit our website at **www.icbc-us.com**. You may still use some of the features of the Application even if your device does not have a camera. Only one account holder's accounts may be accessed on each Mobile Device.

3. **ELIGIBLE CHECKS, QUANTITY AND IMAGE QUALITY.**

An "**imaged item**" is defined as a digitized image of a paper check that is created by you. The imaged item transmitted to the Bank through the Mobile Deposit Service must be legible; must be drawn from a United States ("**U.S.**") financial institution in U.S. currency; must be payable to you or your joint accountholder (if applicable); must be a new item (not yet presented for payment through any channel) and must contain all of the elements of a legal U.S. check to be an eligible item. A "**U.S. Check**" is a written order instructing a U.S. financial institution to pay upon its presentation to the person designated in it, or to the person possessing it, a certain sum of U.S. money from the account of the person who wrote it. A check must list a payee, the date, the amount, identify the U.S. financial institution where the check can be paid and contain an authorized signature to be valid.

"**Drafts**" (an order for payment drawn on anyone, including a bank, a person or a trading account with a company), bonds, checks drawn on non- U.S. financial institutions, checks drawn in non-U.S. currency and other items may not be processed through the Mobile Deposit Service.

You agree to include the restrictive endorsement "**FOR MOBILE DEPOSIT ONLY**" for each check transmitted to the Bank through the Mobile Deposit Service.

You may not deposit more than \$5,000 on any calendar day and no more than \$25,000 in aggregate in a calendar month through the Mobile Deposit Service. The Bank reserves the

right to change or impose additional restrictions on the number of items or the total value of items deposited through the Mobile Deposit Service.

The Bank must comply with image quality guidelines established by ANSI, the Federal Reserve Board and other regulatory agencies and clearing houses. Accordingly, certain items may not be processed through this Mobile Deposit Service and will require that you take the checks to a Bank branch or ATM for deposit. The Bank reserves the right to reject any item transmitted through the Mobile Deposit Service, at the Bank's sole discretion. The Bank is not responsible for items not received or for images not fully transmitted or that do not meet the standards of eligible checks or image quality.

FUNDS AVAILABILITY. Items transmitted through this Mobile Deposit Service are NOT subject to the funds availability requirements within Federal Regulation CC or the availability policy described in your account agreement provided by the Bank. Credit for funds deposited through the Mobile Deposit Service are generally made available by the second business day after the deposit; however, the Bank may notify you if the check image submitted for deposit through the Mobile Deposit Service has been rejected or declined, in which case you may need to take the checks to a Bank branch or ATM for deposit. Imaged items received on any business day during branch office hours up until 6:00 p.m. Eastern Standard Time are considered deposited on that day. Items deposited after 6:00 p.m. Eastern Standard Time on a weekday, on a Saturday or Sunday or on a day the Bank is not open, are considered deposited the next business day.

4. CHECK RETENTION, STORAGE AND DESTRUCTION.

You agree to retain each original paper check submitted for deposit through this Mobile Deposit Service for a minimum of ten (10) days and/or until you have been notified that the item has been accepted for deposit and the confirmed deposit appears in your account records. If the check was rejected for any reason, you may NOT re-present the item for payment through the Mobile Deposit Service, but instead, you must take it to any of our branch locations for deposit. During the confirmation period, you must store the original paper check in a safe and secure location. You agree to promptly provide any original item upon request.

After a successful deposit, when you are ready to destroy the original item, you must write "VOID" across the item and shred or otherwise destroy the item to ensure that all personal information is no longer legible and the item it is not able to be presented for payment again.

5. CHECK PROCESSING.

You agree that the Bank has sole discretion regarding the timing of check processing and the order items are presented for payment and collected as allowed by law.

6. FEES.

For information regarding fees for the Mobile Deposit Service as well as fees relating to check processing, refer to your customer service representative for a list of our current fees. For example, if a check you deposit is returned unpaid, you may be subject to a fee and your account will be debited for the check amount in addition to any other fees that may apply. The Bank reserves the right to charge your account for returned items if you deposit an item and (a) the paying bank returns the item as unpaid; (b) the paying bank or the issuer of a check demands repayment because the check was altered, forged or unauthorized, is missing

a signature or endorsement, or has a forged endorsement; or (c) the sending bank or the originator of an item demands a return the item because the item was unauthorized, sent to the wrong account number or procured by fraud. Message and data rates may apply.

7. ERRORS AND UNAUTHORIZED USE.

You agree to carefully monitor your account, including examination of your periodic statement, and notify the Bank of any suspected errors relating to deposited items, or the Mobile Deposit Service in general, as soon as reasonably possible. If you do not notify us within sixty (60) days after your statement is made available to you, all transactions identified on that statement will be deemed accurate and correct.

8. TERMINATION, LIMITATIONS AND CHANGE IN TERMS.

Generally, if you have an account in good standing, you are eligible for this Mobile Deposit Service. The Bank reserves the right to change the eligibility criteria for this Mobile Deposit Service at any time without prior notice. The Bank reserves the right to change, suspend or discontinue the Mobile Deposit Service at any time without prior notice to you. Termination will not affect any obligations arising prior to the termination.

The Bank and the Bank's service providers are not responsible for technical or other difficulties or any resulting damages that may occur when using the Mobile Deposit Service. These unexpected interruptions may delay access to the Mobile Deposit Service, result in loss of data, loss of personalization settings or other issues.

The Bank may add, delete or make changes to the Mobile Deposit Service at any time. We will notify you if the Bank deems it is reasonably practical, if the changes adversely affect your usage or as required by law. Use of the Mobile Deposit Service after such a change indicates your acceptance of those changes.

9. WARRANTIES.

In addition to the limitations set forth in the EULA:

- You agree not to engage in any activity related to the Mobile Deposit Service which is fraudulent or illegal.
- You agree not to allow any person(s) not listed as accountholders to access or use this Mobile Deposit Service.
- You agree only to transmit eligible items as described in Section 3.
- You understand images must meet image quality standards to be processed.
- You agree not to transmit items made payable to third parties, checks drawn from the account where they are being deposited, reconverted substitute checks, duplicate items and that you will not re-present an original item.
- You are to use the Mobile Deposit Service and related software solely for the purposes outlined in this Supplemental Agreement.
- All information you provide to the Bank will be true and accurate.

- By using the Mobile Deposit Service you agree to comply with the EULA, this Supplemental Agreement, and all applicable rules, laws and regulations as they apply to this Mobile Deposit Service.

10. THE BANK'S LIABILITY.

The Bank will correct any of its errors or omissions by reprocessing or reprinting any applicable items. The Bank has no additional liability for errors or omissions. The Bank's aggregate liability is limited to the amount of fees paid to the Bank in connection with this Mobile Deposit Service.

11. INDEMNIFICATION.

You agree to hold harmless the Bank, its directors, officers and employees against any third party lawsuits, claims, demands, causes of action, damages, expenses (including attorney's fees and other legal expenses), liabilities and other losses resulting from: misuse of the Mobile Deposit Service; your wrongful acts or omissions; breach of this Supplemental Agreement; your negligence or willful misconduct or that of another person acting on your behalf; any fine or sanction imposed on the Bank by any clearing house or governmental agency in connection with the Mobile Deposit Service; action by a third party that interfere with the Mobile Deposit Service, such as a computer virus which affects performance of the Mobile Deposit Service; any loss or corruption of data transferred in connection with the Mobile Deposit Service; or any claim relating to a loss due to the receipt of a substitute check instead of the original check.

12. CONFLICTING TERMS.

In the event the terms of this Supplemental Agreement conflict with any other agreement or disclosure, including the EULA, the terms of this Supplemental Agreement shall control.