



## Mobile Banking and Mobile Deposit Terms & Conditions

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING:

This Mobile Banking and Mobile Deposit Addendum (“Addendum”) to the Old National Bank Online Banking and Bill Pay Agreement between you and Old National Bank contains the terms and conditions governing your use of the mobile banking and mobile deposit capture services Old National Bank (“ONB”, “us” or “we”) may provide to you (“you”, “your” or “Customer”). Other agreements you have entered into with ONB, including without limitation, the Online Banking and Bill Pay Agreement and the Deposit Account Agreement, are incorporated herein by reference.

Except as modified by this Addendum, all terms and conditions in the Old National Bank Online Banking and Bill Pay Agreement remain in full force and effect. If there is a conflict with the Old National Bank Online Banking and Bill Pay Agreement (the "Agreement") and this Addendum, this Addendum shall control.

Your use of the Mobile Banking and Mobile Deposit Services also requires your agreement to and compliance with an End User License Agreement required by the Mobile Banking and Mobile Deposit software provider and is included at the end of this Addendum. Any breach of these End User Terms constitutes a breach under this Addendum and the Agreement.

**1. Services.** The mobile banking and mobile remote deposit capture services (“Services”) are designed to allow you to view activity, transfer money, pay bills via Old National Online Bill Pay and make deposits into certain accounts that are eligible to receive mobile check deposits (“Mobile Accounts”) by converting checks into an image by taking pictures of checks and delivering the images and associated deposit information to ONB or ONB’s designated processor via an application (the “App”) installed on your supported mobile device. The App is considered part of the Service. Mobile Deposit Services is made available to ONB customers at the sole discretion of ONB and may not be available to all ONB customers.

**2. Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Addendum. This Addendum is subject to change from time to time. We will notify you of any material change via one or more of the following methods: an alert when you sign-in to Service, e-mail, text message, or on our website by providing a link to the revised Addendum or by an online secure message. Your continued use of the Services will indicate your consent to be bound by the revised Addendum. Further, ONB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**3. Equipment/Data Service.** To use the Service, you must obtain and maintain, at your expense, a supported mobile device with compatible hardware and software as specified by ONB from time to time and suitable data service. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data service will be compatible with the Service. ONB is not responsible for any third party software you may need to use the Services. 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.

**4. Limitations.** When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Service has 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. We reserve the right to limit the number of Mobile Devices through which you may access the Service.

Except as expressly provided in this Addendum, deposits made through the Service are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

**5. Eligible Checks and Items.** You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg CC”) and only those checks that are permissible under this Addendum or such other items as we, in our sole discretion, elect to include under the Service.

You authorize us to process any image that you send us or convert any image to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code. 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, or to you and another party;
- b. Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;
- c. Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), 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, and Checks that have

previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution;

- 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 on which a stop payment order has been issued or for which there are insufficient funds;
- j. Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your Mobile Account;
- k. Checks with any endorsement on the back other than that specified in this Addendum;
- l. Money Orders;
- m. Traveler's Checks;
- n. Insurance drafts; and
- o. Credit card cash advance checks.

Nothing in this Addendum should be construed as requiring ONB to accept any check or item for deposit, even if ONB has accepted that type of check or item previously. Nor shall ONB be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Addendum.

**6. Security of Your Mobile Device and Account Information.** You are responsible for: (i) maintaining the confidentiality and security of your Mobile Devices, 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 (collectively, "Access Information"); and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

**7. Image Quality.** You are responsible for the image quality of any check or item that you transmit. The image of a check or item transmitted to ONB using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by any clearing house we use, agreement we have with respect to processing checks or items, or any higher standard set by us. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

**8. Endorsements and Procedures.** Before transmission, you agree to restrictively endorse any check or item transmitted through the Service as "For eDeposit only" or as otherwise instructed by ONB. You agree to follow any and all other procedures and instructions for use of the Service as we may establish

from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

**9. Receipt of Checks and Items.** We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from ONB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

**10. Availability of Funds.** You agree that the items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. You also agree that the items are not subject to the dispute resolution process or requirements established under the Electronic Funds Transfer Act or its implementing regulation, Regulation E. In general, if an image of an item you transmit through the Service is received and accepted before our cut-off time for the Services, we consider that business day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. **The cut-off time for Mobile Deposits is 8:00 PM CST.** We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy. Additional detail with respect to our Funds Availability Policy is located in the Deposit Account Agreement.

**11. Disposal of Transmitted Checks and Items.** Upon your receipt of confirmation from ONB that we have received an image that you transmitted, you agree to retain the check for at least 14 business days from the date of the image transmission. After 14 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit or presentment. During the time the check is available, you agree to promptly provide it to ONB upon request.

**12. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, 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 Addendum, and we will not be obligated to allow such a deposit at other times.

**13. Presentment.** The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in ONB's sole discretion as set forth in the relevant deposit account agreement governing your Mobile Account.

**14. Warranties; Indemnity.** You warrant to ONB that:

- a. You will only transmit eligible items;
- b. You will not transmit duplicate items;
- c. You will not deposit, redeposit or represent the original check with ONB or any other party;
- d. You will comply with this Addendum and all applicable rules, laws and regulations;
- e. You are not aware of any factor which may impair the collectability of the item;

You agree to indemnify and hold harmless ONB from any loss for breach of this warranty provision or the terms of this Addendum.

**15. Changes to the Service.** We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

**16. Use of Your Geolocation.** When you are submitting an image for processing through the Services, we reserve the right to, at our discretion, use your Mobil Device's capabilities to obtain your geolocation for fraud prevention services. We may choose to capture either your current location or the last location stored on your Mobile Device.

**17. Fees.** You are responsible for paying the fees for use of the Services as ONB may charge from time to time. ONB may change the fees for the Services at any time. You authorize ONB to deduct any such fees from any account in your name.

**18. Termination.** We may terminate this Addendum at any time for any reason. This Addendum shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Addendum may be terminated if you breach any term of this Addendum, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of any agreement you entered into with us.

**19. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE 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. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES: (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 SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**20. 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 USE, OR THE TERMINATION OF THE USE OF THE SERVICES,

REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ONB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

## **END USER LICENSE AGREEMENT TERMS FOR MOBILE BANKING**

**1. General.** Access to your financial institution's services via your mobile device is powered by the mobile technology solution owned by mFoundry, Inc (the "Licensor"). The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and the Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.

**2. Ownership.** You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the terms of this Agreement.

**3. License.** Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you or the Licensor. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.

**4. Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

**5. Updates.** The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

**6. Text Messages.** Text messaging services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

**7. Consent to Use of Data.** You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.

**8. Export Restrictions.** You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

**9. U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

**10. DISCLAIMER OF WARRANTY.** THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**11. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MFOUNDRY OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF,

AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**12. Miscellaneous.** This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

#### **END USER TERMS FOR SMS**

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from your financial institution. 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.

The services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through the text messages sent to and from your financial institution. You must provide source indication in any messages you send (e.g., mobile telephone number, 'From' field in text message, etc.).