First Interstate

Member FDIC. Equal Housing Lender

Terms & Conditions for Mobile Check Deposit

I. Introduction

This Mobile Check Deposit Agreement ("Agreement") explains the terms and conditions governing your ("customer" or "you") use of Mobile Check Deposit offered by First Interstate Bank ("Bank", "we", "us" or "our"). By using Mobile Check Deposit, you acknowledge that you have reviewed and agree to abide by the terms and conditions of this Agreement, the Terms & Conditions for I-Bank Online & Mobile Banking Services or the Treasury Soultions Master Agreement (as applicable), and the Account Agreements governing the checking and/or savings account or accounts that you have identified as participating accounts (each an "Account").

II. Service

The Mobile Check Deposit Service ("Service") is designed to allow you to deposit an Eligible Check into your designated Account(s) from your mobile device by creating an image of the front and the back of the Eligible Check ("Check Image") and delivering the Check Image and associated deposit information to Bank's designated processor.

III. Items Eligible for Deposit

You agree to only image and deposit original checks, as defined in Regulation CC and Check Clearing for the 21st Century Act ("Eligible Checks"), which are properly payable to the owner of the Account ("Account Holder") and contain the drawer's signature. The following types of checks are not Eligible Checks:

a. Money orders

b. Traveler's checks

c. Savings bonds

d. Checks drawn on a financial institution located outside the United States, including, but not limited to, Canada

e. Checks not payable in United States currency

f. Checks previously converted to an image replacement document or substitute check, as defined in Regulation CC

g. Checks that are remotely created checks, as defined in Regulation CC

h. Checks payable to any person other than the Account Holder of the Account into which the check will be deposited

i. Checks containing an alteration on the front of the check, which you know or suspect are fraudulent, or are otherwise not authorized by the Account Holder

j. Checks payable jointly, unless deposited into an Account in the name of all payees

k. Checks dated more than six (6) months prior to the date of deposit

l. Checks or items prohibited by Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms and conditions governing the account.

m. Checks payable on sight or payable through Drafts, as defined in Regulation CC

n. Checks with any endorsement on the back other than that specified in this Agreement

o. Checks that have previously been submitted or deposited through the Service or through a remote deposit capture service offered at any other financial institution

p. Checks previously submitted for deposit and returned

IV. Deposit Process

You may forward only one (1) Check Image at a time for deposit and the Check Image must be accompanied by all requested deposit information that matches the information on the Check Image. Check Images must be properly payable to the Account Holder, contain the drawer's signature, and be properly endorsed by the Account Holder. You shall review checks to detect altered or counterfeit items and shall not deposit suspicious checks via the Service. You shall report suspicious checks to Bank for inspection. You agree to follow any and all other procedures and instructions for use of the Service that Bank may implement from time to time. If you do not satisfy the requirements for the deposit of an Eligible Check, Bank will have the right to put a hold on the nonconforming check.

V. Endorsements and Procedures

You agree to restrictively endorse any Eligible Check transmitted through the Service as "For deposit only, account #_____. [Signature of Payee/Account Holder]" or as otherwise instructed by Bank.

VI. Image Quality

Check Images transmitted to Bank using the Service must be legible, as determined in the sole discretion of Bank. Without limiting the foregoing, the image quality of the Check Image must comply with the requirements established from time to time by Bank, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. You acknowledge that Check Images that do not meet the standards for deposit utilizing the Service must be physically deposited at the Bank by you.

VII. Receipt of Items

Bank reserves the right, at its sole discretion, to reject any Check Image transmitted through the Service without liability to you. Bank is not responsible for Check Images that it does not receive or that are dropped during transmission. A Check Image shall be deemed received when you receive a confirmation from Bank that we have received the Check Image. Receipt of such confirmation does not mean that the transmission was error-free, complete, or will be considered a deposit and credited to your Account. Bank further reserves the right to chargeback to your Account at any time any Check Image we subsequently determine was not an Eligible Check or properly payable. You agree that Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible check. Any check returned unpaid for any reason will be debited from your Account.

VIII. Availability of Funds

In general, if a Check Image of an Eligible Check you transmit through the Service is received and accepted before 6:00 PM Mountain Time (Standard or Daylight, as applicable) on a business day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day.

IX. Retention and Destruction of Transmitted Items

Upon your receipt of a confirmation from Bank that we have received a Check Image, you agree to retain the check for thirty (30) calendar days from the date of the Check Image transmission. After 30 days, you agree to destroy the check that you transmitted as a Check Image, mark it "VOID," or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to keep it in a secure location and promptly provide it to Bank upon request.

X. Deposit Limits

We may establish limits on the dollar amount and/or number of Check Images that you can deposit through the Service, from time to time. If you attempt to use the Service to initiate a deposit in excess of these limits, we may reject your deposit. Limits vary based on tenure, non-sufficient funds (NSF), and average monthly deposit balance. We reserve the right to modify limits from time to time. Your current limit can be located by tapping in the Amount field on the Check Deposit screen within the mobile app.

XI. Errors

You agree to immediately notify Bank of any suspected errors regarding Check Images deposited through the Service, and in no event later than sixty (60) days after the applicable Account statement is sent. Unless you notify Bank within 60 days, all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Bank for such alleged error.

XII. Errors in Transmission

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

XIII. Fees

You are responsible for paying the fees associated with the use of the Service. The applicable fee may change from time to time and will be disclosed to you on your mobile device prior to your deposit. By using the Service to make a deposit, you agree to pay the associated fee. Bank will collect the fees by debiting the Account into which the deposit was made.

XIV. Warranties and Indemnification

You warrant to Bank that:

a. You will only transmit Eligible Checks.

b. You will not transmit duplicate checks.

c. You will not re-deposit or re-present any original Eligible Check.

d. All information you provide to Bank is accurate and true.

e. You will comply with terms and conditions of this Agreement, the Terms & Conditions for I-Bank Online & Mobile Banking Services or the Treasury Soultions Master Agreement (as applicable), and the Account Agreements governing the Accounts and all applicable rules, laws, and regulations.

f. You are not aware of any factors that may impair the collectability of any Check Image transmitted for deposit. You agree to indemnify and hold harmless Bank from any loss for breach of this warranty provision.

XV. Cooperation with Investigations

You agree to cooperate with Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including providing, upon request and without further cost, any originals or copies of checks deposited through the Service in your possession and your records relating to such checks and transmissions.

XVI. Termination

If the Service is terminated, you will continue to be liable for all Eligible Checks deposited using the Service.