

Online Banking, Mobile Deposit and Bill Payment Agreement & Disclosure

What this Agreement Covers

This Agreement between you and Community First Banking Company governs the use of Online Banking, Mobile Banking, Mobile Deposit, and Bill Payment services described herein. The Service permits Community First Banking Company customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer or, for some functions, a mobile device (e.g. tablet or Smartphone), on accounts linked to the Service. For the purpose of this document, “us,” “we,” “our” or “the Bank” shall refer to Community First Banking Company. “You,” “your” or “Customer” shall refer to each person signed up for electronic funds transfer services provided herein.

Accepting the Agreement

The first time you access any of your accounts through Community First Banking Company Online Banking you will be required to confirm your agreement to be bound by all the terms and conditions of this Agreement, and acknowledge your receipt and understanding of this Agreement. When you use Community First Banking Company Online Banking, or authorize others to use it, you agree to the terms and conditions of this Agreement. By accepting the Online Banking, Mobile Deposit, and Bill Payment Agreement & Disclosure, you agree to the following terms governing your and our rights and responsibilities for electronic funds transfer services through Online Banking and Bill Pay transactions involving your deposit accounts.

Relation to Other Agreements

Your use of Community First Banking Company Online Banking may also be affected by your agreements with us for your deposit and loan accounts. In addition, when you link accounts to Community First Banking Company Online Banking, this does not change the agreement you already have with us on those accounts. For example, when you use Community First Banking Company Online Banking to access a deposit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the deposit account. You should review those agreements for any limitations on the number of transfers you can make, and for other restrictions which might impact your use of an account with the Community First Banking Company Online Banking services.

Community First Banking Company Online Banking Service

Note: If you access Online Banking through Community First Banking Company’s downloadable Mobile Banking Application (Mobile Banking App) all the features of Online Banking may not be available. To access all of the features and services offered by Online Banking, sign in directly through our web site at cfbankco.com from a personal computer.

To Use Online Banking, you need:

- A deposit or loan account with Community First Banking Company;
- An Online Banking User ID and password;

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- Customer is responsible for acquiring, maintaining and operating the computer and or mobile device used to access Community First Banking Company Online Banking or the Mobile Banking App.

Transactions and Functions available through Online Banking and/or the Mobile Banking App may include but are not limited to:

- View balances for your checking, savings, health savings, time deposits, IRAs, loans, and money market accounts,
- Transfer funds between your linked Community First Banking Company deposit accounts
- View and print check images and statements,
- Export your account information to Quicken®, QuickBooks®, and other popular personal financial management software.
- Order personalized checks
- Enroll in and use Online Bill Payment
- Person to Person (P2P) transfers via Online Bill Payment
- Mobile deposit checks

Some of the above services may not be available for certain accounts or customers, or if you access Online Banking through our Mobile Banking App.

Limitations on Services

Daily limits: Most debit card and ATM transactions are authorized based on current account balance. However, we do have daily limits on various transactions. For more information about daily transaction limits, call or visit one of our branches to discuss with one of our customer service representatives.

Balance information: We update account information multiple times during the day. The account balance for deposit and loan accounts will reflect all credit and debit information as updated periodically during the banking day. The balance figure includes funds that are subject to the Bank's funds availability policy and may include funds that are not available for immediate withdrawal or transfer. The Bank is not obligated to honor transfer requests. The Bank may in its sole discretion refuse to accept or otherwise execute any request for Services, whether for cause or without cause, and shall have no liability for such refusal.

Bill Payment Services –The Bank will not be held liable if, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.

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Electronic Messages

While access to Bank through the messaging function of the Services is “online,” messages sent to Bank electronically may not be reviewed by Bank personnel immediately after they are sent. If immediate attention is required, Customer must contact Bank by telephone or in person or through some other procedure not using the Services. Customer’s electronic messages may be acted upon by Bank if received in a manner and in a time providing Bank a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, e-mail messages will not serve as a substitute for any requirement imposed on Customer to provide Bank with “written” notice.

Charges

There is no monthly service charge for consumers to use Community First Banking Company Online Banking or the Community First Banking Company Mobile App. See the Community First Banking Company Fee Schedule for various fees. You may incur charges for normal account fees, processing and service charges. All charges are subject to change. We will provide notice of a change as required by law.

Business Days

For purposes of the Services, our business days are Monday through Friday, excluding Federal Reserve Bank holidays.

Service Hours

Community First Banking Company Online Banking services are available 24 hours a day, 365 days a year. There may be occasional periods when the system is shut down for routine maintenance, upgrades, or other events beyond our control.

Joint Accounts

When your Community First Banking Company Online Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer regarding your service.

Changes to Agreement

We may change this Agreement at any time. For example, we may add, delete, or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your Community First Banking Company Online Banking service after the effective date of a change, you indicate your agreement with the change.

Cancellation

The Service remains in effect until it is terminated by you or the Bank. If you do not log in to your Community First Banking Company Online Banking for a period of 12 months, your online banking account may be terminated. You may cancel the Service at any time by notifying us of your intent to cancel in writing or calling Customer Service. Any account owner may terminate the Service. This cancellation applies only to the Service and does not terminate your accounts at Community First

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Banking Company. We may terminate your participation in the Service, at any time. We will try to notify you in advance, but we are not obligated to do so.

Contact by Community First Banking Company or Affiliated Parties

No employee of Community First Banking Company, or company affiliated with Community First Banking Company's Online Banking Service will contact you via E-mail or phone requesting your Online User ID and password. If you are contacted by anyone requesting this information, please call or visit one of our branches immediately.

Account Liability for Unauthorized Online Account Use

Subject to federal and state law and the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Services, whether made by yourself or someone authorized by you using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials.

Please refer to the Consumer Liability section of your Reg E Disclosure for our liability policy. As a precaution, we recommend that you do not send emails or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Services, and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your Login Credentials; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your Account(s).

If you have any concerns or suspicions that an unauthorized person has gained access to your account through online services, we recommend that you change your Login Credentials if possible and notify us immediately. Our contact information for security issues related to your use of Online Services is provided below

Address: 1330 Southern Hills Center

PO Box 678

West Plains, MO 65775

Phone: (417)255-2265

Email: info@cfbankco.com

Transfer of Funds

When you schedule a transfer using Community First Banking Company Online Banking, you authorize us to withdraw the necessary funds from your Bank checking or savings account. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your checking or savings account at the time of withdrawal. You understand that Community First Banking Company will not act on any withdrawal instruction from you if sufficient funds, including any Overdraft Protection, are not available in your checking account.

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Processing and Canceling Transfer of Funds

To have an internal transfer processed on the same business day as your Community First Banking Company Online Banking session, we must receive your instructions before 6:00 p.m. CT Monday through Friday. If you schedule an internal transfer for a future date, we process the transaction at the close of business on that date, if it's a business day. If the date you request is not a business day, or if we receive your instruction at 6:00 p.m. CT or later on the scheduled initiation date, the scheduled initiation date will be on our next business day. You may cancel an internal transfer transaction up to the date prior to the processing date.

Confidentiality

We will disclose information to third parties about your account or your transactions:

- When it's necessary for completing transfers.
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- To comply with a government agency or court orders or with the request of a federal regulator.
- If you give us your permission.

Financial Institution's Liability for Failure to Complete Transactions

If we don't complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you don't have enough available funds in your account (or available credit under your Community First Banking Company Overdraft Defender) to cover the transaction or transfer.
- If the Service or terminal wasn't working properly, and you knew about the malfunction when you started the transaction or transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction or transfer, despite reasonable precautions we've taken.
- If there are postal delays or processing delays by the payee.
- If a legal order directs us to prohibit withdrawals from the account.
- There may be other exceptions in our agreement with you.

Offer of Services through Affiliates or Third Parties

Bank has the right to offer the Services through an affiliate or unrelated third party. In order to provide the Services to Customer through this type of arrangement, Customer authorizes Bank to disclose information on Customer's accounts and services to the affiliate or third party who provides the Services.

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Entire Agreement

This Agreement contains the entire agreement between Bank and Customer with respect to the matters covered herein. No other agreement, statement or promise made by any party hereto or by any employee, officer, or agent of any party hereto that is not in writing and signed by the parties is binding.

Notices

Except as otherwise expressly provided herein, any notice or other communication required or permitted to be given under this Agreement shall be written and delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, to Customer's address as it appears on the Bank's computer file. Or, if to Bank, addressed to the branch of account origin, Attention: Community Bank President unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when sent or received by Bank.

Choice of Law; Attorney's Fees

This Agreement is governed by the laws of the State of Missouri. The successful party in any such action shall be entitled to recover from the unsuccessful party, in addition to any other relief to which it may be entitled, reasonable attorney's fees and cost incurred by it in prosecuting or defending such action.

Severability

If any provision herein, or part thereof, is held to be invalid, illegal or unenforceable, the remainder of the Agreement, or other parts or applications of such provisions, shall not be affected thereby.

Assignment

No assignment hereof may be made by Customer without the prior consent of Bank.

Provisions Applicable to Businesses

The following subparagraphs A through D apply to electronic funds transfers that are not governed by the Electronic Fund Transfers Act ("EFTA"). For example, electronic fund transfers to or from an account are not governed by the EFTA if the account is not established primarily for personal, family, or household purposes. In addition, electronic fund transfers through FedWire or a similar wire transfer system, or where the primary purpose is for the purchase or sale of securities, are not covered by the EFTA. To the extent the terms of the following subparagraphs A through D are inconsistent with the rest of the provisions of the Agreement, the terms and conditions of the following subparagraphs A through D will control as they apply to electronic fund transfers that are not governed by the EFTA.

A. Protecting your Password

You agree that we may send notices and other communications including password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Community First Banking Company will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your password secure and strictly

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confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person. Customer assumes all risks associated with disclosure of any code or password to its employees. Customer agrees to limit disclosures of codes or passwords to those employees it will authorize to use the Services or who have a specific need to know. Customer will establish procedures to protect the confidentiality of all information relating to the Services, including all codes and passwords, and will promptly notify Bank if Customer knows or suspects that codes and passwords or other security information is stolen, compromised, or misused. You acknowledge and agree that if a transfer request describes the beneficiary or beneficiary's bank inconsistently by name and account number, execution of the transfer request will occur on the basis of the account number, even if it identifies a person different from the named beneficiary or bank, and that your obligation to pay the amount of the transfer request to us is not excused in such circumstances. THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. We may suspend or cancel your Password even without receiving such notice from you, if we suspect your Password is being used in an unauthorized or fraudulent manner.

B. Acknowledgment of Commercially Reasonable Security Procedures

After review of the Services offered by Bank, including those aspects of the Services pertaining to assuring the authenticity of a communication between Customer and Bank, Customer will notify Bank in the event Customer's use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If Customer fails to so notify Bank, Customer acknowledges and agrees that the security aspects of the Services are appropriate for Customer's needs and will provide Customer with a commercially reasonable degree of security against unauthorized use. You agree that the security procedures are not intended to, and will not serve as, a procedure to identify errors in a payment order or its instructions. If a transfer request between your accounts with us ("transfer request") (or a request for cancellation or amendment of a transfer request) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your transfer request and you will be obligated to us for the amount of such transfer request, even though the transfer request was not authorized by you, provided we acted in compliance with the security procedure referred to in this Agreement (or any other applicable agreement) with respect to the transfer request. If a transfer request (or request for cancellation or amendment of a transfer request) received by us was transmitted or authorized by you, you shall be obligated to pay the amount of the transfer request as provided herein, whether or not we complied with the security procedure referred to in this Agreement with respect to that transfer request and whether or not that transfer request was erroneous in any respect or that error would have been detected if we had complied with such procedure. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

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C. Limitation of Bank's Liability for Business Customers Only

If we fail or delay in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEY'S FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

D. Your Duty to Notify Us of Error

You agree to notify us promptly (i) of any discrepancy between your records and the periodic account statements furnished by us to you, or (ii) if a payment or transfer purportedly made on your behalf or charged to your account was not authorized by you, was erroneous or was executed improperly. You shall be deemed to have received notice of such an occurrence when you receive actual notice or an account statement furnished in a fashion customary for that account or such other account as was charged for payment indicating (i) the purported payment order or other communication was accepted and acted upon by us, or (ii) your account was debited with respect to the payment or transfer, whichever occurs first. If you fail to notify us within 30 days after you received notice of any unauthorized or erroneous transfer, we will not owe you any interest on the amount in question even if we are otherwise liable to you in connection with the transfer or other communication or is obligated to credit you for the amount of the transfer or any portion thereof, nor will we be liable for any other losses resulting from your failure to give such notice with respect to a transfer shown on such periodic statement. If you fail to notify us of any such discrepancy within one (1) year, you shall be precluded from asserting such discrepancy against us.

Third Party Data Input

You acknowledge that the Online Banking services may require that data be input into the Program by parties other than us. In some cases, we may provide such parties with information instructing them how to input data into the Program; however, in no event shall we be liable for the accuracy, completeness, correctness or format of data input by parties other than us.

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Indemnification

You shall indemnify, defend and hold us harmless from against any and all loss, liability, cost, charges or other expenses (including reasonable attorney's fees) which we may incur or be subject to, arising out of or related directly or indirectly to the performance by us of our obligations here under.

Mobile Deposit Capture User Agreement and Disclosure

This Mobile Deposit Capture User Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Mobile Deposit Capture Services ("Services"). It also describes the rights and obligations of Community First Banking Company ("Bank"). Please read this Agreement carefully. By requesting and using the Services, you agree to comply with the terms and conditions of this Agreement.

Description of Application

The Mobile Deposit Capture Services is designed to allow you to make deposits to your checking, savings, or money market savings accounts using compatible and supported mobile phones and/or other compatible and supported wireless devices by capturing an image of checks and delivering the images and associated deposit information to Bank via our Mobile Banking application provided to you through our Online Banking Services.

Acceptance of these Terms

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. You may be prompted to accept or reject any material change to this Agreement the next time you use the Services after Bank has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services.

We reserve the right to modify the scope of the Services at any time. We reserve the right to refuse to make any transaction you request through the Services. You agree and understand that the Services may not be accessible or may have limited utility over some networks, such as while roaming.

Limitations of Service

When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have 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 Services, in whole or in part, immediately and at any time without prior notice to you.

Hardware and Software

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software. Bank 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

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agreement you enter into directly with the third-party software provider at time of download and installation. In order to use the Mobile Deposit Services option, you must download and install the Community First Banking Company Mobile Banking App to a cellular telephone or tablet.

Fees

A fee may be charged for the Services. You are responsible for paying the fees for the use of the Services. Bank may change the fees for use of the Services at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize Bank to deduct any such fees from any Bank account in your name.

Compliance and Indemnification

You agree to use the products and Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations.

Any image of a check that you transmit using the Services must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements.

You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

In the event any item that you transmit for remote deposit that is credited to your account is dishonored, you authorize us to debit the amount of such item from your account plus fees.

You understand and agree that the Services may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at Bank branches or by mailing the original check to Bank at your branch's address. It is your sole responsibility to verify that items deposited using the Services and Application have been received and accepted for deposit.

Processing of transactions may be limited based on our normal hours of operation, or those of third-party financial service organizations involved in a transaction.

You make the following warranties and representations with respect to each image of an original check you transmit when utilizing the Services:

Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.

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Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.

You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.

You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

The information you provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change.

You have not knowingly failed to communicate any material information to us.

You have possession of each original check deposited using the Services and no one will submit, or has submitted, the original check for payment.

Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact us regarding such error or breach as set forth below.

Eligible Items

You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Regulation CC”). When the image of the check transmitted to Bank is converted 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 Uniform Commercial Code.

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Services as “For Mobile Deposit Only” or as otherwise instructed by Bank. You agree to follow any and all other procedures and instructions for use of the Services as Bank may establish from time to time.

Availability of Funds

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Services is received and accepted before 6:00 p.m. CST on a business day that we are open, 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 we are open. Funds deposited using the Services will generally be made available the next business day from the day of deposit.

Deposit Limits

We may establish limits on the dollar amount and/or number of items or deposits 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

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to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Daily and monthly deposit limits may vary for users of other Services.

Errors in Transmission

By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Image Quality

The image of an item transmitted to Bank using the Services must be legible, as determined at the sole discretion of Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

Retention and Disposal of Checks

You agree to securely preserve and protect each Original Check for a period of 7 days and during this period you agree to provide any Original Check to us upon request. Once you have obtained confirmation from us that we have received an item, you agree to indicate its presentment via electronic means directly on the Original Check. At the expiration of the 7 day period, you will destroy each Original Check in its entirety to ensure it is not presented for payment again. You understand that any misuse of a check image after presentment to us is your responsibility and you will be solely liable for any resulting loss.

Presentment

The manner in which the items are cleared, presented for payment, and collected shall be at Bank's sole discretion subject to the Agreement governing your account.

User Warranties and Indemnification

You warrant to Bank that:

- a. You will only transmit eligible items.
- b. You will not transmit duplicate items.
- c. You will not re-deposit or re-present the original item.
- d. All information you provide to Bank is accurate and true.
- e. You will comply with this Agreement and all applicable rules, laws and regulations.
- f. You are not aware of any factor which may impair the collectability of the item.
- g. You agree to indemnify and hold harmless Bank from any loss for breach of this warranty provision.

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Cooperation with Investigations

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

Termination

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

Enforceability

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Ownership and License

You agree that Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services 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 Services. Without limiting the restriction of the foregoing, you may not use the Services (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 Services.

Legal Compliance and Export Restrictions

You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Services and Application may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable U.S. and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

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Limitations 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 of 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 these Services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Bank has been informed of the possibility thereof.

Warranty Disclaimer

We cannot foresee or anticipate all technical or other difficulties related to the application or Services. These difficulties may result in loss of data, personalization settings or other application interruptions. We assume no responsibility for any disclosure of account information to non-parties, the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of the application.

We assume no responsibility for the operation, security, functionality or availability of any computing device or network which you utilize to access the application or use Services. You agree to exercise caution when utilizing the application on your computing device and to use good judgment and discretion when obtaining or transmitting information.

The Services and application provided hereunder is provided “as is,” with all warranties disclaimed, including all express or implied warranties, or merchantability, fitness for a particular purpose, and any similar warranty whether said warranty arises under provisions of any law of the United States or any state thereof. There are no representations or warranties that the software is free of rightful claims of any third party for infringement of proprietary rights. The entire risk associated with the use of the Services and licensed application shall be borne solely by you.

There is no warranty that the Services and application will meet your requirements, that access to the Services will be uninterrupted, timely, secure, error free, or that any defects in the Services and application will be corrected. You acknowledge that any data or information downloaded or otherwise obtained or acquired through the use of the Services and application are at your sole risk and discretion and we will not be liable or responsible for any damage to you or your property. You acknowledge that it is your responsibility to follow proper backup procedures to protect against loss or error resulting from use of the Services and licensed application.

No advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly stated in this agreement.

Some jurisdictions do not permit the disclaimer of certain implied warranties, so certain foregoing disclaimers may not apply to you.

I have read the Online Banking, Mobile Deposit and Bill Payment Agreement & Disclosure and do not have any questions. I agree to comply with the agreement.