



Mobile Remote Deposit Capture User Agreement

This Agreement contains the terms and conditions for the use of Jonah Bank of Wyoming's Mobile Check Deposit service. In this Agreement the words "you", "your" or "user" means the Customer that applied for and/or uses Mobile Deposit. The words, JBW, "us", "we" and "bank" mean Jonah Bank of Wyoming.

The terms, provisions and conditions of this Agreement does not replace, but supplements, any and all other agreements that govern any accounts maintained by Customer at JBW or any other JBW services utilized by Customer (whether now or in the future).

Services: The mobile remote deposit capture service ("Service") is designed to allow you to make deposits to your checking, savings, or money market accounts using your approved mobile device by scanning checks and delivering the images and associated deposit information to JBW.

Acceptance of these Terms: Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time, and JBW reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. We will notify you of any material change via e-mail or on our website by providing a link to the revised Agreement. Your continued use of the Service will indicate your acceptance of the revised Agreement, or any changes to the Service.

Limitations of Service: When using the Service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages you may incur. We reserve the right to change, suspend or discontinue the Service, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

Hardware and Software: In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by JBW, and the connectivity required to use the Service. You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to maintain internal security controls to protect your Capture Device and your account information. You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to cellular and internet service charge.

Deposit Limits: We reserve the right to impose limits on the amount(s) and/or number of deposits 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 still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Deposit Deadline: All checks must be deposited before 4:00 pm Mountain Standard Time to receive credit on that same day. All deposits made after 4:00 pm Mountain Standard Time will be credited to your account on the next business day that JBW is open.

Fees: JBW reserves the right to charge fees for this service and to make changes to any fees from time to time. You shall be responsible for paying any such fees for use of the Service and you authorize JBW to deduct any fees from any account in your name.

Eligible Items: You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree the image of the check transmitted to JBW shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You agree you will not use the Service to scan and deposit any checks or other items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks or items containing an alteration to any of the fields on the front of the check.
- Checks or items you know or suspect, or should know or suspect, are fraudulent or are not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that have been previously submitted or negotiated.
- Checks or items that are not payable in United States currency.
- Checks or items that are “stale-dated” or “post-dated.”
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.

Endorsements: You agree to properly endorse all Items you deposit via the Service and to include in the endorsement the words “For Mobile Deposit Only at Jonah Bank”. Any loss we incur from a delay or processing error resulting from a missing or irregular endorsement or other markings by you will be your responsibility. All checks must be endorsed as written. If the check is made payable to you **and** your joint owner, you both must endorse the check.

Image Quality: You are responsible for the image quality of any image you transmit. If an image we receive from you or for deposit to your Account doesn’t comply with the requirements established by JBW, the American National Standards Institute, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association, we may reject the image without prior notice to you.

Each Image must include the front and back of the item, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number (MICR line), and any endorsement or other information written on the check.

Receipt of Items: JBW reserves the right, at its sole discretion, to reject any item transmitted through the Service, without liability to us. We are not responsible for items we do not receive or for images that are dropped during transmission. JBW further reserves the right to charge back to your account at any time any check image that is determined to not be an eligible item or is not properly payable. You agree that JBW is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds: Funds deposited via the Service are treated as deposits under your current account agreement and Truth in Savings Disclosure; however, deposits made through the Service are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. JBW's policy is generally to make funds deposited from the Service available to you on the business day after the day the deposit is credited to the account. For purposes of this agreement, a business day is defined as every day except Saturday, Sunday, and any federal holiday.

If the item presented for deposit does not satisfy the requirements for the deposit of an eligible check, JBW has the right to place an exception hold on the deposit. In the cases where an exception hold is placed on the deposit, you will be notified of the date the funds will be available for withdrawal. JBW reserves the right to refuse any deposit presented through the Service.

Returned Items: Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, you agree that an original check will not be returned to you. We may charge back the amount of the original check and provide you with notice of the return and an image of the original check, a paper reproduction of the original check or a substitute check. If we return an item to you unpaid for any reason you agree not to redeposit that item via the Service.

You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. We may debit any of your accounts 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.

Disposal of Transmitted Items: Upon your receipt of a confirmation from JBW that we have received an image you have transmitted, you agree to securely store the original check until receipt of your next statement or 60 days whichever is greater, from the date of the image transmission. After that time, you agree to destroy the original check you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained original check is available, you agree to promptly provide it to JBW upon request.

Errors: You agree to notify JBW of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable JBW account statement is sent. Unless you notify JBW within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against JBW for such alleged error.

Errors in Transmission: By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. JBW bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Presentment: The manner in which the items are cleared, presented for payment, and collected shall be in JBW's sole discretion subject to the agreements governing your account.

Mobile Deposit Security: You agree to keep your mobile device secure and to close your Mobile Banking Application when not in use. If you suspect your mobile device has been lost or stolen, you must notify JBW immediately by calling 307-266-5662. It is your responsibility to

safeguard against unauthorized deposits. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction.

Indemnification and Limitation on Liability: In addition to the indemnifications and limitations on liability contained in the Deposit Agreement and Disclosure, you hereby indemnify and hold JBW, its Board of Directors and Employees harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with the terms of this Agreement or by your breach of any representation or warranty contained herein.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image 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, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, 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 an item that has already been paid.
- There are no other duplicate images of the original check.
- 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.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

You will use the Service for lawful purposes only and in compliance with all applicable laws, rules and regulations. You agree 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.

Ownership & License: You agree JBW retains all ownership and proprietary rights in the Service, associated content, technology and website. 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 JBW's business interest, or (iii) to JBW'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.

Cooperation with Investigations: You agree to cooperate with JBW 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 Service in your possession and your records relating to such items and transmissions.

DISCLAIMER OF WARRANTIES; YOU AGREE YOUR USE OF THE SERVICE 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 SERVICE, 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 SERVICE (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.

LIMITATION OF LIABILITY: YOU AGREE 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 THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF JBW HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Termination: We may terminate or suspend the Service at any time. You may terminate your use of the Service at any time by giving notice to us. You can notify us by e-mailing at Customer_Service@jonahbank.com, writing to Jonah Bank of Wyoming, 3730 East Second Street Casper, WY 82609, or telephoning us at 307-266-5662. This Agreement may be terminated if you breach any term of this agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with any other Agreement with us.

Other terms: You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Wyoming and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.