



MOBILE DEPOSIT SERVICES AGREEMENT

Section 1. General

As a subscriber to the Extraco Mobile Deposit Capture Service (the "Service") this Mobile Deposit Services Agreement ("Mobile Agreement") amends and becomes a part of the Treasury Management Master Agreement and the Account Rules and Regulations (collectively, the "Account Documentation") between Extraco Banks, N.A. and you (the individual using the Service). The terms of those agreements are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby. By acknowledging or signing the applicable account documentation or by using or continuing to use the Service, you agree to this Mobile Agreement. In the event of a conflict between this Mobile Agreement and the Account Documentation, this Addendum will govern.

Section 2. Mobile Deposit Capture Service

- a. The Service allows you to make certain deposits electronically by using a capture device to create an electronic image of a paper check or other paper source document only payable in U.S. Dollars ("Item") by scanning the Item and transmitting it and related data to us. As part of the Service you must use software and hardware provided by or acceptable to us. You are solely responsible for information or data that is transmitted, supplied or key-entered by you or anyone that uses your device. Before you scan any Item, you shall endorse all Items with your name and the legend "For Mobile Deposit Only."
- b. You agree that after the Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other image thereof. You further agree that you shall be solely responsible for the original Items, including storage, retrieval and destruction.
- c. You agree that the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing.
- d. If we receive a scanned item on or before **6:00 p.m. CST** on a business day we are open, we will consider that day to be the day of deposit. If we receive a scanned Item after **6:00 p.m. CST** or on a weekend or a state or federal holiday, we will consider that the deposit was made on the next business day.

Section 3. Item Processing

The image of an Item transmitted to Extraco using the Service must be legible. The image quality of the Items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. If the electronic files and/or images transmitted to us with respect to any Item do not comply with our processor's requirements for content and/or format, we may, in our sole discretion:

- a. Further transmit the Item and data in the form received from you;
- b. Repair or attempt to repair the Item or data and then further transmit it;
Process the Item as photocopies in lieu of originals; or
- c. Return the data and Item to you unprocessed and charge back your account.

Section 4. Receipt of Items

We reserve the right to reject any Item transmitted through the Service, at our discretion, without liability to you. We are not responsible for Items we do not receive or for images that are dropped during transmission. An image of an Item shall be deemed received when you receive a confirmation from Extraco that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

Section 5. Destruction of Original Check

Once you have deposited the check successfully, you should store the check in a secure location for 14 days. After 14 days, and after you have confirmed the deposited funds have been applied to your account correctly, you must destroy the check. Shredding it is one way to destroy it. Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.

Section 6. 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.

Section 7. Types of Checks

You may deposit checks using Mobile Deposit Capture, however, there are some checks that you cannot deposit. These include:

- a. Checks payable to any person or entity other than you.
- b. Checks containing any alteration of which you know or believe to be fraudulent by / purchased from or not authorized by the owner or the account on which the check is drawn.
- c. Any checks that are not in original form with a signature, such as a substitute check or remotely created check, as defined by Regulation CC.
- d. Traveler's checks or money orders.
- e. Returned checks.
- f. Checks written off an account or Bank located outside of the United States.
- g. Checks not payable in United States currency.

Section 8. Warranties

You represent and warrant to us that:

- a. Any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- b. The information you transmit to us corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- c. The Item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- d. 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 that has already paid;
- e. You will not redeposit through this Service any Item previously deposited and returned to you unless we advise you otherwise;
- f. You will employ reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- g. You will only transmit Items that originated as paper Items;
- h. You will comply with all laws and regulations applicable to you in your use of the Service and not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority; and
- i. You will not deposit Items on behalf of third parties.

Section 9. Disclaimer

We make no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and the Service. We specifically disclaim any and all implied warranties of merchantability and fitness for a particular purpose and

non-infringement. We and our processors also do not guarantee that your access to the Service will be uninterrupted, error free or secure.

Section 10. Limitation of Liability

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, RELATED IN ANY WAY TO YOUR USE OF THE MOBILE DEPOSIT CAPTURE SERVICE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

Section 11. Indemnification

In addition to the indemnities contained in the Account Documentation, you agree to defend, indemnify and hold us harmless for any loss or expense (including attorney's fees and expenses of litigation) resulting from:

- a. Your breach of any of the warranties made by you pursuant to this Mobile Agreement or the Account Documentation; or
- b. Any claim pertaining to any warranty or indemnity that we make with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items.

Section 12. Grant of License

To the extent we or our licensors make any software available to you via download on our website and/or any third party website for use in conjunction with the Service, we hereby grant, and you hereby accept, for the term of this Mobile Agreement, a non-exclusive, non-assignable, nontransferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("Products") for use only directly in conjunction with its permitted use of the Service.

Section 13. Termination of Service

We reserve the right to terminate the Service at any time without notice to you. The provisions of sections 6, 7, 8, 9, 10 and 11 shall survive termination of this Mobile Agreement.

Section 14. Use of Products

- a. You agree that the Products will be used only by you and joint owners of respective accounts, provided that each Joint Owner agrees to be bound by the terms hereof and further that you will be liable for your joint owners' acts and omissions in connection with the Products. For purposes of this Agreement, "Joint Owner" means those Individuals that control, are controlled by or are under common control with you. For purposes of this definition, "control" (including with correlative meaning, controlled by, and under common control with) means the possession, directly or indirectly, of greater than a 50% ownership interest in an entity.
- b. Except as otherwise expressly provided herein, you will not copy, modify, or create derivative works of the Products or display, assign, sublicense, distribute, or otherwise transfer any interest in this Agreement or the Products to any third party.
- c. You will not, and will not permit others to, reverse engineer, reverse-compile, or reverse-assemble the Products or otherwise attempt to obtain source code for the Products.
- d. You shall use the Products solely for personal and/or business purposes.
- e. You will notify us in writing regarding any unauthorized use or disclosure of the Products immediately after it becomes known to you.

Section 15. Amendment to Mobile Agreement

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

Section 16. Limitations of Service

When using the Service, 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. The Service may 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 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.

Section 17. Miscellaneous

If you receive notice of any claim regarding the Service, you shall promptly provide Extraco with a written notice of it.

Section 18. Other Terms

You may not assign this Mobile Agreement. This Mobile Agreement is entered into in Waco, Texas, and shall be governed by the laws of the State of Texas and of the United States. A determination that any provision of this Mobile Agreement is unenforceable or invalid shall not render any other provision of this Mobile Agreement unenforceable or invalid.

Section 19. Approving Transactions

The mobile device and tablet will mimic the user permissions, services and authorizations established in the desktop version. If the permissions have been enabled, User may approve and release ACH, Wire and Bill Pay transactions as well as approve positive pay exception items via the mobile device and/or tablet.

Section 20. Receiving Secure Access Codes

Secure Access Codes will be delivered via voice call (direct landlines with no extensions) or via cell phones as well as via text messages. These codes will be used to login to the E-Business System for the first time, to gain access when User has forgotten Password, if User logs in from a new device as well as to access payment portals in the system, such as Wires and ACH.

Section 21. Access

The mobile device and tablet will mimic the user permissions, services and authorizations established in the desktop version.