

## **SECURITY BANK**

### **MOBILE DEPOSIT USER AGREEMENT**

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of *Security Bank's* Mobile Deposit services that Security Bank and our third party affiliates who assist Security Bank in providing the Mobile Deposit Capture Services. ("bank", "us", "our", or "we") may provide to you. Other agreements you have entered into with *Security Bank*, as applicable to your *Security Bank* account(s), are incorporated by reference and made a part of this Agreement, including the Online Banking Agreement.

1. **Services.** *Security Bank's* Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to *Security Bank* or our designated processor.

2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, *Security Bank* 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. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. 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, or your use of the Services, 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 agreement, deposits made through the Service are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Deposit 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.

4. **Hardware and Software.** To use the service, you must have a supported mobile device (e.g., smartphone, tablet, etc.) with a supported camera and a supported operating system, have an active data plan for your mobile device, and download the App to your mobile device (collectively, the "Mobile Device"). See [www.securityonlinebank.com](http://www.securityonlinebank.com) for current specifications. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Service. 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.

5. **Fees.** There is no fee to use this service.

6. **Eligible checks and items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Security Bank is converted to an image 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.

You agree that you will not use the Service to scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks or items payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks or items containing an 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 is drawn.
- Checks or items payable jointly, unless deposited into an account in the name of all payees.
- 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 are remotely created checks, as defined in Reg. CC.
- Checks or items not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.
- Checks or items with any endorsement on the back other than that specified in this agreement.
- Checks or items that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that have previously been deposited or negotiated in any way via any method at *Security Bank* or any other financial institution.

7. **Endorsements and Procedures.** Only Checks made payable to you and endorsed by you may be deposited using Security Bank's Mobile Deposit Service. Before transmission, you agree to restrictively endorse any item transmitted through the Services as "For Mobile Deposit Security Bank" along with your signature. You agree to follow any and all other procedures and instructions for use of the Services as Security Bank 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.

8. **Receipt of Check and Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this agreement or for images that are dropped during transmission. An image of a check or item shall be deemed received when you receive a confirmation from *Security Bank* that we have received the 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. We further reserve the right to charge back to your account at any time, any check or item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

9. **Availability of Funds.** Checks or items deposited via the Service by the Bank's stated 2:00 p.m. CST deadline will be considered deposited on that business day and subject to the Funds Availability disclosure provided during account opening. 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 on the first business day after the day of deposit.

10. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from *Security Bank* that

we have received an image that you have transmitted, you agree to prominently mark the item, "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree never to re-present to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the service. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to Security Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for Security Bank audit purposes. You agree to retain the check for 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted. During the time the retained check is available, you agree to properly handle and safeguard the check and upon request, promptly provide it to *Security Bank*.

11. **Deposit Limits.** We reserve the right to impose and 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 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.

12. **Presentment.** The manner in which the checks or items are cleared, presented for payment, and collected shall be in *Security Bank's* sole discretion subject to the agreements governing your account.

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

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

15. **Image Quality.** The image of a check or item transmitted to Security Bank using the Services must be legible, as determined in the sole discretion of Security Bank. Without limiting the foregoing, the image quality of the checks and items must comply with the standards and requirements established from time to time by Security Bank, the Board of Governors of the Federal Reserve Board, American National Standards Institute, or any other regulatory agency, clearinghouse or association. 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.

16. **Security of Your Mobile Device** 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, text message, 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.

17. **User Warranties and Indemnification.** You warrant to Security Bank that:

- You will only transmit eligible checks and items that you are entitled to enforce and all checks and items will include all signatures required for their negotiation.
- You will not transmit duplicate items.
- You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any party.
- You will not re-deposit or re-present the original item or check with Security Bank or any other party.
- All information you provide to Security Bank is accurate and true, including that all images transmitted to Security Bank accurately reflect the front and back of the check or item at the time it was imaged.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Security Bank from any loss for breach of this warranty provision or the terms of this agreement.
- You will use the Services only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing or otherwise disclose or allow use of the Service by or for the benefit of any third party.
- By your utilization of this App you acknowledge that the Third Party Service Provider of the App may have access to the nonpublic personal information transmitted by you through the App.

18. **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 Service in your possession and your records relating to such items and transmissions.

19. **Cancellation By You; Termination or Refusal By Us.** You may cancel the Service at any time by calling 715-237-2658 and allowing us a reasonable opportunity to act upon your request. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service (iv) is not in accordance with any other requirement stated in this Agreement or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to our, with or without cause, including, without limitation, if: (a) we have reasons to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under the Agreement and Security Bank's Online Banking Agreement; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to Security Bank's business interests; (d) your account is closed, access to your account is restricted for any reason, or if you do not use the Service for a period of time or (e) following initial enrollment you do not use the service. Termination will not affect your liability or obligations under this Addendum, the Security Bank Online Banking Agreement or any other agreements you have with us for action we have taken on your behalf.

20. **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 may be made, but we cannot guarantee that such notice will be provided.

21. **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.

22. **Ownership & License.** You agree that Security 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 Security Bank's business interest, or (iii) to Security Bank's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. 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.

23. **Third Party Beneficiary.** You agree that our Third Party Service Providers, may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of liability and that such Third Party Service Providers are, for the purpose of this Agreement, third party beneficiaries to this addendum.

24. **Geographic Constraints.** You agree that you will not use the Service in locations that are prohibited und U.S. lay and regulations, including laws and regulations issued by the Office of Foreign Assets Control.

25. **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.

26. **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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF SECURITY BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

(End-Mobile Deposit User Agreement)