

THE CALLAWAY BANK

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MOBILE DEPOSIT USER AGREEMENT for CONSUMER BANKING ONLINE

Effective as of June 19, 2015

This Mobile Deposit User Agreement for Consumer Banking Online (the "Agreement") governs your ("you" or "your") use of the mobile check deposit services and the related mobile application made available by The Callaway Bank or its Affiliates (the "Bank", "us," or "we") (collectively, the "Services").

This Agreement is incorporated by reference and made a part of other agreements you have entered into with the Bank or its Affiliates, including the Consumer Online Banking Service Agreement, the Terms & Conditions of Your Account, and/or the Deposit Agreement, as applicable to your account(s) with the Bank or its Affiliates. In the event of conflict between this Agreement and any other agreements between the Bank or its Affiliates and you, this Agreement will control, solely with respect to the Services described herein.

1. Definitions.

"Affiliate" means any entity or person that controls, is controlled by, or is under common control with the Bank.

"Business Day" means any day which the Bank is open to conduct substantially all of its services, but does not include Saturday, Sunday or federal holidays.

"Check 21" means the Check Clearing for 21 Century Act.

"Governmental Authority" means all federal, state and local government agencies, including all federal and state banking, consumer protection and financial services regulatory agencies, which include, but are not limited to, the Federal Deposit Insurance Corporation ("FDIC"), the Board of Governors of the Federal Reserve System ("Federal Reserve"), the Federal Financial Institutions Examination Council ("FFIEC"), the Consumer Financial Protection Bureau ("CFPB"), and the Office of Foreign Assets Control ("OFAC").

"Reg. CC" means the Regulation CC, codified at 12 C.F.R. Part 229.

"Substitute Check" has the meaning set forth in Check 21.

2. Services. The Services are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations using approved mobile devices and the Bank's mobile application.

3. Acceptance of these Terms; Amendment. YOU AGREE THAT YOUR USE OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. The terms and

conditions of this Agreement and the Services, including any fees or charges for the Services, are subject to change by us from time to time in our sole discretion. We will notify you of any material change via e-mail, online secure message, through our mobile application or website(s) or through another agreed channel of communication. If an immediate change is necessary for security, regulatory or compliance purposes, prior written notice may not be provided to you. Your continued use of the Services will indicate your acceptance of any such changes.

4. Use by Authorized Users. Except as otherwise required by applicable law, use of the Services by you and any person to whom any of you deliver your online/mobile banking personal identification number ("PIN") is subject to the terms and conditions of this Agreement. You acknowledge that delivery of your PIN to any other person shall be deemed your consent to that person's use of the Services on your behalf and, in that event, you agree the Bank shall have no liability for such person's use of the Services.

5. Compliance with Laws. You are aware that you will be held to an obligation to submit only lawful checks for processing. You agree to comply with all existing and future procedures used by the Bank in implementing the Services. You further agree to comply with and be bound by all applicable federal, state, and local laws, rules and regulations affecting the use of the Services, including but not limited to, rules and procedural guidelines established by any Governmental Authority and any other clearing house or other organization of which the Bank is a member or to which rules the Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions (collectively, the "Laws") shall be incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Laws with respect to the Services, the Laws will control.

You further covenant that the Services will not be used for money-laundering, terror financing or other financial crimes, or any other illegal purposes, including those purposes covered by the Bank Secrecy Act and/or the USA PATRIOT Act.

6. Limitations of Services. When using the Services, you may experience technical or other difficulties. We will use commercially reasonable efforts to post alerts on our website or mobile application or otherwise notify you of these interruptions in the Services. 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, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

7. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, approved mobile devices and other compatible hardware and software as specified by the Bank from time to time. *Please refer to www.callawaybank.com* for current hardware and software specifications. The Bank is not responsible for any third party software that you may need to access or use the Services that is not incorporated into or part of the Services.

8. Fees. The Services are provided at no additional charge to you. We reserve the right to begin charging you fees to use the Services at any time; *provided, however*, that we will notify you in accordance with the "Acceptance of these Terms" Section above. You authorize the Bank to deduct any such fees from any account with Bank or its Affiliates in your name.

9. Eligible items. When using the Services, you agree to scan and deposit only "checks" as that term is defined in Reg. CC. Once the image of the check transmitted to the Bank is converted to an image

replacement document that includes a machine readable MICR line 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.

10. Ineligible Items for Deposits. You agree that you will not use the Services to scan and deposit any of the following types of checks or other items, which are considered ineligible items:

- Any third party check (i.e., any item that is made payable to another party and then endorsed to you by such party). Any item payable to any person or entity other than the person or entity that owns the account, or is a joint owner on the account the item is being deposited into;
- Any item drawn on your own account at the Bank;
- Items payable jointly, unless deposited into an account in the name of all payees;
- Any item that contains evidence of alteration to the information on the item, or which you know or suspect, or should know, are fraudulent or otherwise not authorized by the owner of the account on which the item is drawn;
- Any check previously converted to a Substitute Check;
- Any item issued to you by a financial institution in a foreign country;
- Items drawn on a financial institution outside the United States;
- Item(s) not payable in United State currency;
- A "remotely created check";
- Any item that is "stale dated," expired, or "post-dated";
- Items dated more than six (6) months prior to the date of deposit;
- Items payable on "sight" or "payable through" drafts, as defined by Reg. CC;
- Items with endorsements on the back other than those specified in this Agreement;
- Any item that is "non-negotiable" (whether stamped in print or as a watermark);
- Any item that has been re-deposited or returned such as "non-sufficient funds" or "refer to maker"; or
- Has previously been submitted through this service or through an electronic deposit delivery service offered at any financial institution and or Bank (e.g., mobile, branch, consumer, merchant, and automated clearing house ("ACH") check conversions);
- Returned for any other reason;
- Any item that is incomplete; or
- Cash, savings bonds, money orders, or travelers cheques.

Your submission of any deposits of this nature are grounds for the immediate termination of the Services and an immediate reversal of the transaction or credit to your account. A reversal or chargeback means the amount of the item(s) deposited will be removed from your account and will reduce your account

balance. The reversal may also result in a negative balance or overdraft on your account. If an item is dishonored, you will receive an image of the original item or a Substitute Check as the chargeback item.

11. Check Requirements. You agree to endorse any item transmitted through the Services as “For Mobile Deposit Only” or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. The scanned image of the check transmitted to us using the Services must accurately and legibly provide, among other things, the following information: (1) your endorsement; (2) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and (3) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Federal Reserve, including the requirements under Reg. CC, or any other Governmental Authority, clearing house or association. You are responsible for the image quality of any image that you transmit. We may reject your deposit if the image is not satisfactory. The Bank’s receipt of the image does not guarantee we can accept the image.

12. Receipt of Items. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image by a confirmation screen upon the conclusion of your transaction. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that the transaction is final. We are not responsible for any image that we do not receive. Following receipt of the image, we will process the image.

Notwithstanding anything to the contrary in this Agreement, we reserve the right, in our sole discretion, to accept or reject any item for remote deposit into your account and, in the event we reject an item for remote deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit through the Services, we may ask you to provide the original item, because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us.

You acknowledge that all credits received for deposits made pursuant to this Agreement are provisional, subject to verification and final settlement. You are solely responsible for any item for which you have been given provisional credit, and any such item that is returned or rejected may be charged to your Account or any other account in your name. Any item that we return to you will be returned in the form of an image or an image replacement document.

13. Availability of Funds. If you make a deposit before 5:00 PM Central Time on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 PM, Central Time on a Business Day or on a non-Business Day, we will consider that the deposit was made on the next Business Day we are open. You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal and/or use on the next Business Day after we receive your deposit; *however*, longer delays may apply. Please refer to our Funds Availability Policy, as such may be changed from time to time, for complete information (available on our website at www.callawaybank.com).

14. Retention and Disposal of Transmitted Items. Upon your receipt of confirmation from the Bank that we have received the image of an item, you agree to prominently mark the item as “Electronically presented” or “RDC and [date]” to ensure that it is not re-presented for payment.

- For any image which you have transmitted, you shall be responsible for preventing the transmission of another image of the item or presentment of the item by any other means.
- You agree to securely store each original check that you deposit using the Services for a period of at least fifteen (15) days after transmission to us. After fifteen (15) days and no later than thirty (30) days after you transmit the original check, you will safely destroy the original check.
- You understand and agree that you are responsible for any loss caused by your failure to secure or retain the original checks for the requisite period.
- You agree never to re-present the check for deposit.
- You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. IF YOU ARE UNABLE TO PROVIDE A SUFFICIENT COPY OF THE FRONT AND BACK OF THE CHECK, YOU WILL BE LIABLE FOR ANY UNRESOLVED CLAIMS BY THIRD PARTIES.

15. 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 to make a deposit in excess of these limits, such deposit will still be subject to this Agreement, and we will not be obligated to allow such a deposit at other times. The current deposit limit is up to **\$1,500** per transaction and the daily dollar limit is **\$1,500** per Business Day. There is a daily limit of **5** items per as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may vary for users of other services with the Bank.

16. Presentment. The Bank reserves the right to determine the manner in which items are cleared, presented for payment, and collected at its sole discretion. In addition, the Bank may process the images you send electronically through other financial institutions, or it may create image replacement documents that will be processed through traditional check processing methods.

17. Errors. You agree to promptly notify the Bank of any suspected errors regarding items deposited through the Services, and in no event later than sixty (60) days after the applicable account statement is sent. Unless you notify the Bank within such sixty (60) day period, such statement regarding all deposits made through the Services will be deemed correct, and we are not required to make any adjustments in connection with such alleged error.

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

IN ADDITION, THE BANK DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE BANK'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR

INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET. THE BANK CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, THE BANK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS AND IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY DAMAGES (WHETHER IN CONTRACT OR IN TORT) THAT ARE ATTRIBUTABLE TO THE PUBLIC INTERNET INFRASTRUCTURE, YOUR ABILITY TO CONNECT TO THE INTERNET, OR THE BANK'S ABILITY TO CONNECT ON THE INTERNET ON YOUR BEHALF.

19. Deposits when Services unavailable. In the event that the Services are unavailable due to impaired and/or disrupted Services, you agree to make deposits through other channels that we offer, such as at one of the Bank's physical branches or by mail.

20. User Warranties. You make the following warranties, representations and covenants with respect to your use of the Services and each image of an original check you transmit to us using 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.
- Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
- 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.
- 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 have not knowingly failed to communicate any material information to us.
- You will retain possession of each original check deposited using the Services for the required retention period and neither you nor any other party will submit the original check for payment.
- Your account into which you deposit checks using the Services, and the funds from such checks, are only used for consumer purposes (as applicable to your account). If you deposit checks using the Services and the funds from such checks are used for business purposes, you will notify the Bank immediately.
- You will not use the Services and/or your accounts for any illegal activity or transactions.
- Files and images transmitted to us will contain no harmful code, viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- You will protect your login credentials for the Services. All uses of the Services using your login credentials will be deemed to be users authorized by you.

21. Indemnification. You will indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of

your use of the Services or your breach of this Agreement, including, but not limited to, any fines, fees, and/or charges resulting from an investigation or legal process initiated by a Governmental Authority or any third party with respect to the Services provided to you. You understand and agree that this paragraph will survive termination of the Agreement.

22. Cooperation with Investigations; Legal Process. 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.

In addition, should the Bank at any time be served with a subpoena, warrant, order or other request from a Governmental Authority or other third party for information or records concerning this Agreement, the Services, you or any check, or with a levy or garnishment of your bank accounts, the Bank shall follow (and may rely on absolutely) the advice of its legal counsel as to the appropriate response to such subpoena, warrant, request, levy, order or garnishment, and shall have no liability or responsibility whatsoever to you for doing so even if such advice shall turn out to have been mistaken. You agree to the foregoing and recognizes that the Bank's current policy (which is subject to change based on advice of legal counsel) is to comply with any such subpoena, warrant, request, order, levy or garnishment as concerns information, records, funds or checks.

23. Termination. You may, by written request, terminate the Services provided for in these Terms and Conditions. We may terminate or suspend the Services, in whole or in part, or your use of the Services, at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your account.

24. 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 this Agreement. In the event that any provision of this Agreement is 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.

25. Ownership & License. You agree that the Bank, its Affiliates or its licensors retain all ownership and proprietary rights in the Services, and all content, technology and materials therein or related thereto. Your use of the Services is subject to and conditioned upon your compliance with this Agreement. You may use the Services only for your personal or internal use in accordance with this Agreement and any other agreement between you and the Bank (to the extent applicable). 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.

26. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE 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 NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

27. LIMITATION OF LIABILITY. THE BANK SHALL ONLY BE LIABLE FOR YOUR ACTUAL DAMAGES DUE TO CLAIMS ARISING SOLELY FROM THE BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SERVICES, 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, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

28. Force Majeure. In no event will the Bank be liable for delays which happen for reasons beyond its control, including without limitation, acts of civil, military, national emergencies, riots, weather, unavoidable difficulties with equipment, the unavailability of the internet, any errors in the information provided, any difficulties caused by an Internet or other service provider or any hardware or software failure, whether caused by a virus or otherwise.

29. Severability. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. The rights of the Bank under this Agreement are cumulative of all other rights the Bank may have by law or otherwise.

30. Governing Law. This Agreement shall be governed by the laws of the State of Missouri and of the United States, and any rule or regulation of the State of Missouri or a federal agency having jurisdiction over the Bank. YOU HEREBY VOLUNTARILY WAIVE ALL RIGHT TO TRIAL BY JURY.

31. Jurisdiction and Venue. Subject to the Bank's right under this Agreement, or any other agreement between you and the Bank or its Affiliates, to elect arbitration for the resolution of any claim, dispute, or controversy arising hereunder, in the event that either party commences legal action seeking monetary, declaratory, or injunctive relief with respect to enforcement, interpretation, or violation of this Agreement, the parties: (i) agree that any such action may be commenced only in a court of competent subject-matter jurisdiction in Callaway County, Missouri; (ii) consent to venue and personal jurisdiction in such a court; and (iii) waive any defense of lack of venue or personal jurisdiction in any such suit, action, or proceeding. The parties further (A) agree that process in any such suit, action, or proceeding may be served by mailing a copy thereof by certified mail, return receipt requested, to the other party at the notice address on record, and (B) waive any defense of insufficiency of service of such process.

32. Arbitration. You acknowledge and agree that any dispute, claim, or controversy between the you and the Bank under this Agreement may be arbitrated pursuant to the Rules of the American Arbitration Association ("AAA") then in effect, at the Bank's election. Any arbitration proceedings shall be confidential. If the Bank elects to so arbitrate any such dispute, claim, or controversy, you and the Bank agree that the arbitration award will be the sole and exclusive remedy between the parties regarding any and all claims, counterclaims, or issues. Judgment upon any award rendered by any arbitrator may be entered in any court of competent jurisdiction. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. The prevailing party in any such arbitration, as well as any legal action necessary to enforce any arbitration award, shall be entitled to an award of all reasonable expenses, costs, and attorneys' fees incurred in connection with such arbitration and/or enforcement proceeding. Notwithstanding, nothing herein shall limit or restrict the Bank's right to seek legal or injunctive relief from any court of competent jurisdiction against you for any dispute, claim, or controversy arising from this Agreement.

33. Entire Agreement. This Agreement, together with any other agreements between you and the Bank or its Affiliates to the extent applicable to the Services, is the complete and exclusive statement of the agreement between you and the Bank with respect to the Services. In the event of any inconsistency between the terms of this Agreement and any other agreement with respect to the Services, the terms of this Agreement shall govern. No course of dealing between you and the Bank will constitute a modification of this Agreement or constitute an agreement between you and the Bank regardless of whatever practices and procedures you and the Bank may use.

34. Assignment. This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the Bank. You shall not have the right to assign this Agreement or any of the rights and duties hereunder to any person or entity without the Bank's written consent upon sixty (60) days' advance written notice.

35. Electronic Signature. You consent and agree that your selection of the "I Agree" button when accessing the Services via the internet, your enrollment to use the Services or your use of the Services constitutes your signature, acceptance and agreement to the terms and conditions of this Agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Bank.