

First State Bank Mobile Deposit Agreement

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING:

This Mobile Deposit Agreement (the “Agreement”) is entered into by First State Bank (the “Bank”) and you (the “Consumer”). The Agreement governs your use of the Mobile Deposit Service offered by First State Bank (the “Service”). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement:

1. Description of Service

Mobile Deposit allows you to deposit money into certain First State Bank accounts with your mobile device camera using the Mobile Application or “Mobile App”. To use Mobile Deposit, you must be a First State Bank account holder and have agreed to the Online Banking and Mobile Banking User Agreements. You may transmit deposits to us electronically only from a mobile capture device located in the United States.

2. Fees

Mobile Deposit Capture Services are free for regular consumer accounts. However, the bank retains the right to charge for this service in the future upon 30 days prior notice to you. If applicable, you agree to pay the fee for the Service as set forth in our fee schedule and fees may change from time to time. Internet data usage rates may apply from your Internet service provider or mobile carrier.

Small Business DBA and Sole Proprietorship account types have access to the Mobile Deposit Capture Services at a cost of \$5.00 per month.

3. Equipment

To use Mobile Deposit, you must have a supported mobile device, such as a smartphone that is compatible with the Mobile App, with a camera and a supported operating system, have a data plan for your mobile device, and download the Mobile App to your mobile device. We do not guarantee that all mobile devices and operating systems are compatible with the Service.

4. Types of Checks

You can only deposit checks using Mobile Deposit; however, there are some checks that you cannot deposit. These include:

- a. Checks payable to any person or entity other than you, or to you and another party.
- b. Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
- c. Checks that are not in original form with an original signature, such as substitute checks or remotely created checks.
- d. Checks drawn on a financial institution located outside the United States.
- e. Checks not payable in United States currency.
- f. Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- g. Other checks include: Travelers Checks, Money Orders, Foreign Checks, Comdata Checks, Not-on-us Checks, Credit Card Advance Checks and Savings Bonds.

5. Receipt of Deposits

We reserve the right to reject any check transmitted through the Service, at our discretion, without liability to you. First State Bank is not responsible for processing or transmission errors that may occur, or for deposited items that we do not receive.

6. Cut-Off Times for Deposits

Deposits sent using Mobile Deposit may be “submitted” any time of day, weekend, or holiday. However, deposits received by us after the daily cut-off time for electronic deposits will be deposited the next business day, provided that the deposit meets all requirements. Deposits submitted on holidays or weekends will also be deposited the next business day, provided it meets all requirements. The daily cut-off time for electronic deposits is 4:00PM CST and is subject to change without notice to you.

7. Availability of Funds Deposited

You agree that items transmitted using Mobile Deposits 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 Mobile Deposit is received and accepted before 4:00 p.m. Central Standard Time 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. First State Bank may delay availability of funds based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as First State Bank, in its sole discretion, deems relevant.

8. Image Quality

The front and back images of an item transmitted to us must be legible. Items with poor image quality may delay the deposit process, and you may be instructed to deposit the check using other methods. You agree that we shall not be liable for any damages resulting from items with poor image quality, including those related to rejection of, or the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check or item.

9. Errors

You must notify us of any errors, or suspected errors, related to the items deposited through the Service as soon as possible after they occur, and in no event later than 60 days after the related account statement is sent. You can contact us by calling 903-676-1900 or by visiting a branch. Unless you notify us within 60 days of any errors, the account statement containing the deposits made through the Service is deemed correct, and you cannot bring a claim against us for any alleged errors.

10. Deposit Limits

We may establish limits on the number of checks and/or the total amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice. Items transmitted that exceed your limits may result in a rejection of the deposit.

11. Destruction of Original Check

Upon confirming that you received full credit for the check deposited, you must destroy the check by shredding or other means, or clearly mark “VOID” or “Electronically Deposited” on the front and back of the check. This prevents the check from being presented for deposit another time. **You agree never to re-present to us or any other party a check or item that has been deposited through the Service.** You will be liable for checks that are presented and/or deposited more than once.

12. Indemnity

You warrant to First State Bank that:

- a. You will only transmit eligible checks and items that you are entitled to, and ensure that all checks and items include all required signatures.
- b. Images will meet First State Bank’s image quality standards.
- c. 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 other party.
- d. You will not deposit or re-present the original check for deposit.

- e. All information you provide to us is accurate and true, and that all transmitted images accurately reflect the front and back of the check.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You will use the Services only for your own deposits.
- h. You agree to indemnify and hold harmless First State Bank from any loss for breach of this warranty provision or the terms of this Agreement.

13. 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, 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. You agree not to supply your Access Information to anyone and 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 if we believe that any loss, theft or unauthorized use of access information has occurred.

14. Limitations

When using Mobile Deposit, you may experience technical or other difficulties that are outside the control of First State Bank. We are not responsible for damages that you may incur as a result of these difficulties or unavailability of the Service.

15. 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.

16. Termination

We may turn off the service to you if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts or returned items or for other reasons at our sole discretion.

17. Ownership and License.

You agree that First State Bank and its Third Party Service Providers, including Fiserv Solutions, Inc., retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, including the App. You may use the Service only for your own benefit. 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. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of the Service, in any manner contrary to the terms of this Addendum, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

18. Third Party Beneficiary

You agree that our Third Party Service Providers, including Fiserv Solutions, Inc., 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 Agreement with the power to enforce this Agreement.

19. Liability

WE ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS

ADDENDUM. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL FIRST STATE BANK OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, FIRST STATE BANK AND OUR THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.