

Clarke County State Bank
Mobile Deposit Services
Disclosure and Agreement

In this Disclosure and Agreement, the words “I,” “me,” “my,” “us,” and “our” mean the (consumer or business) that applied for and/or uses any of the Mobile Deposit Services (“Mobile Deposit” or “the Service”) described in this Disclosure and Agreement. The words “you,” “your,” and “yours” mean Clarke County State Bank. “CCSB” means Clarke County State Bank.

Use of Mobile Deposit: Following my acceptance of the terms and conditions of this Disclosure and Agreement, I am authorized by you to remotely deposit paper checks I receive to my account with you (the “Account”) by electronically transmitting a digital image of the paper checks to you for deposit. I agree to comply with hardware and software requirements. Upon receipt of the digital image, you will review the image for acceptability. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a “substitute check” or clearing the item as an image. You reserve the right, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using Mobile Deposit is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

Guarantee Specific to Deposits Received for Credit to a Consumer or Business Account: My use of Mobile Deposit for the purpose of depositing to a consumer or business account constitutes my understanding and agreement that I may be personally liable for any expenses Clarke County State Bank incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by myself and/or my Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs, and attorney’s fees as applicable, as well as any costs associated with Clarke County State Bank enforcement of this agreement.

Compliance with Law: I agree to use the products and Service for lawful purposes and in compliance with all applicable state and federal laws and rules and regulations affecting checks and drafts and ACH transactions. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless for any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

Check Requirements: Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will legally endorse the back of the original check. My endorsement will include the words “**mobile deposit**” or I will check the box on the back of the check indicating that the transaction is a mobile deposit.

The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature (s); and (2) 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 for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Rejection of Deposit: CCSB is not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my Account due to an item being returned. CCSB reserves the right to reject any item you suspect may not be collectible.

Items Returned Unpaid: With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item and any associated fees or charges from the Account or any account over which I have any ownership at Clarke County State Bank.

Unavailability of Services: I understand and agree that Mobile Deposit may at times be temporarily unavailable due to the Bank's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider, and/or Internet software. In the event that Mobile Deposit is unavailable, I acknowledge that I can deposit an original check at your branches, or by mailing the original check to you at Clarke County State Bank, PO Box 487, Osceola, IA 50213. You are not responsible for any charges I incur due to an interruption of Mobile Deposit, or a deposit that is not posted to my account immediately. It is my sole responsibility to verify that items deposited using Mobile Deposit have been received and accepted for deposit by you.

Funds Availability: I understand that if an image transmitted through Mobile Deposit is received and accepted before 5:30 p.m. Central Time on a business day that CCSB is open, that day is considered to be the day of deposit. Otherwise, the deposit is considered to be made on the next business day that CCSB is open. I agree that items transmitted through Mobile Deposit are not subject to the funds availability requirements set forth in the "Funds Availability Policy." Nevertheless, CCSB will generally make the deposited funds available on the first business day after the day of deposit. However, longer holds may apply in certain situations.

Internal Controls and Audit: I understand and agree to adhere to the Internal Controls as described in this agreement and further detailed within this section.

Accountholder's Warranties: I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing Mobile Deposit. Any violation may result in the removal of Clarke County State Bank's deposit services, imposition of additional fees, or legal action.

1. Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alternation, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature (s), and endorsement (s) on the original check are legible, genuine, and accurate.

3. I will not deposit or otherwise endorse to a third party the original item (the original check) and 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 it has already been paid.
4. Other than the digital image of the original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
5. I have instituted procedures to ensure that 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.
6. I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information I provided in my application remains true and correct and I will immediately notify you of any changes.
8. I have not knowingly failed to communicate any material information to you and will provide assistance with any questions related to my deposit.
9. I have possession of each original check deposited using Mobile Deposit and no party will submit the original check for payment.
10. Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.
11. I am not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by me to CCSB. I am not in the business of cashing checks.

Limitations on Frequency and Dollar Amount: I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

Unacceptable Deposits: I understand and agree that I am not permitted to deposit the following items using the Services:

1. Any item drawn on my account or my affiliate's account.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information on the check.
4. Any item issued by a financial institution in a foreign country, or issued in foreign currency.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "postdated."
7. Savings Bonds.
8. Any item that has been previously paid.
9. Any item which violates restrictions on the instrument.
10. Any Third Party Check- Checks payable to someone else, endorsed and signed over to you.
11. Any item previously returned unpaid.

Storage of Original Checks: I must securely store each original check. I understand this means the original check (s) must be accessible for a period of 45 days after transmission to you. During this period I am responsible to provide any check (s) to you if requested. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original check.

Periodic Statement: Any remote deposits made through Mobile Deposit will be reflected on my account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using Mobile Deposit no later than 60 days for consumer accounts and within 10

business days for business accounts after you provide me with the periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention to my last provided address within such time period.

Changes in Financial Circumstances: I understand and agree that I must inform you immediately of any material change in my financial circumstances. This includes, but is not limited to the bankruptcy, insolvency, sale, transfer or assignment of a business associated with the Service and my account, or if I am in default under any agreement for borrowed money or any other material contract. I agree to provide you any financial records you reasonably request to determine my financial status during the term of this Disclosure and Agreement.

Charges for Use of the Services: I agree to pay all charges associated with the Service as disclosed in your Additional Services fee schedule. I understand that the fees are subject to change at any time. I understand that there are currently no charges associated with this service.

Change in Terms: You may change the terms and charges for Mobile Deposit indicated in this Disclosure and Agreement by notifying me of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My continued use of Mobile Deposit after notification of the change by you constitutes my acceptance of the change.

Confidentiality: I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

In Case of Errors: In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit, or a breach of this Agreement, I will immediately contact you regarding such error by:

Telephone: 641-342-6581 or email: ccsb@clarkebank.com

Termination of the Service: I may, by written request, terminate Mobile Deposit provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time. In the event of termination of Mobile Deposit, I will remain liable for all transactions performed on my Account.

Accountholder's Indemnification Obligation: I indemnify and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses arising from my use of Mobile Deposit and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

Association with Other Disclosures: The information in these Disclosures applies only to Mobile Deposit described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

Waiver: The failure of either party to seek a redress for violation, or to insist upon the strict performance of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship: This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

Severability: In any provision of this Disclosure Agreement becomes invalid under applicable law, such provision shall be ineffective to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Governing Law: I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Iowa, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of Iowa.

Warranties: I understand that CCSB does not make any warranties on equipment, hardware, software or internet provider service, or any part of them, express or implied, including, without limitation, any warranties or merchantability or fitness for a particular purpose. CCSB is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the internet provider, any related software, or CCSB's use of any of them arising in any way from the installation, use or maintenance of my personal computer hardware, software, or other equipment.

Limitations of Liability: Your entire liability and my exclusive remedy shall in no event include lost profits, lost savings or other direct, indirect, incidental, special or consequential damages arising out of the use or inability to use mobile deposit, or any claim by another party. Your duties and responsibilities in connection with transactions are limited to those described in this agreement. You will be deemed to have exercised ordinary care and to have acted reasonably if you have acted in accordance with the terms of this agreement and will be liable for loss sustained by me only to the extent such loss is caused by your gross negligence or willful misconduct. You will not be liable for any consequential, special or punitive damages, regardless of your act or omission. You will have no liability for any loss or damage: (a) related to the dishonesty of me or my employees, officers, or agents; (b) resulting from your failure to accept any transaction; or (c) resulting from any delay in the performance of this agreement caused by an act of god, fire or other casualty, electrical or computer failure delays or failure to act by any agent operation between you and me or between you and third parties or any other condition outside your control. No third party will have rights or claims against you under this agreement. The terms of this section shall survive termination of this agreement.