

Warren-Boynton State Bank

Consumer Mobile Remote Deposit

Capture User Agreement (“Agreement”):

This Agreement contains terms and conditions for the use of Warren-Boynton State Bank’s Mobile Deposit, and/or other remote deposit capture services that Warren-Boynton State Bank (“BANK”, “us”, or “we”) may provide to you (“you” or “User”). Other agreements you may have entered into with BANK, including the Depository Agreement and Disclosures governing your BANK account, are incorporated by reference and made a part of this Agreement.

- 1. General Terms/Services.** The remote deposit capture services (“Services”) are designed to allow you to make deposits to your checking, savings, or money market accounts using your approved mobile device by scanning checks and delivering the images and associated deposit information to the BANK’S designated processor.
- 2. Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this agreement. This 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 Agreement. Your continued use of the Services will indicate your acceptance to the revised Agreement. Further, 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 difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting in 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.
- 4. Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to BANK shall 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 Services to scan and deposit any checks or other items shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks or items containing an alteration to any of the fields on the front of the check or item, 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 or item is drawn.
- 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 item not payable in United States currency. Checks or item dated more than 6 months prior to the date of deposit.
 - Checks or item prohibited by BANK'S current procedures relating to the Services or which are otherwise not acceptable under the terms of your BANK'S account.
 - Checks payable on sight or payable through Drafts, as defined in Reg CC.
 - Checks with any endorsement on the back other than that specified in this agreement.
5. **Image Quality.** The image of an item transmitted to BANK using the Services must be legible. The image quality of the items must comply with requirements established from time to time by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
 6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services with your signature and "For mobile deposit only, account # _____" or as otherwise instructed by BANK. BANK may refuse to accept items which are not endorsed in this manner. You agree to follow any and all other procedures and instructions for use of the Services as BANK may establish from time to time.
 7. **Receipt of 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 items we do not receive or images that are dropped during transmission. An image of an item shall be deemed received when you receive confirmation from BANK that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, or 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 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.
 8. **Availability of Funds.** You agree that items transmitted using Services 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 the Services is received and accepted before 3:00 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. 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 factor as BANK, in its sole discretion, deems relevant.
 9. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from BANK that we have received the image of the item, You agree to prominently mark the item as "Electronically Presented" or "VOID" and to maintain the item for 60 business days. You agree to properly dispose of the item after 60 business days to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and the back of the item, to BANK as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any items, or for BANK'S audit purposes.

10. **Deposit Limits.** The initial dollar limit of a check that may be deposited is \$1.00 or greater and \$1,000.00 or less. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. Once a deposit is rejected, it may not be electronically deposited again.
11. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by BANK from time to time. BANK is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you entered into directly with the third party software provider at time of download and installation.
12. **Errors.** You agree to notify BANK of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable BANK'S account statement is sent. Unless you notify 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 BANK for such alleged error.
13. **Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. BANK bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
14. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in BANK'S sole discretion subject to the Depository Agreement and Disclosures governing your account.
15. **Ownership and License.** You agree 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 BANK'S business interest, or (iii) to BANK'S actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use 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.
16. **Cooperation with Investigations.** You agree to cooperate with BANK 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.
17. **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 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 SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

18. **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 OR 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 BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
19. **User warranties and indemnification.** You warrant to BANK that:
 - a. You will only transmit eligible items.
 - b. Images will meet the image quality standards.
 - c. You will not transmit duplicate items.
 - d. You will not deposit or represent the original item
 - e. All information you provide BANK is accurate and true.
 - f. You will comply with this Agreement and all applicable rules, laws and regulations.
 - g. You agree to indemnify and hold harmless BANK from any loss for breach of this warranty provision.
20. **Fees.** BANK charges \$.50 per item deposited in excess of three such deposits in any one statement cycle. BANK will not be responsible for any fees that your wireless carrier may charge you.
21. **User Security.** You agree to keep your mobile device secure and to close your Mobile Banking Application when not in use. If you suspect your mobile device has been lost or stolen, you must notify BANK immediately by calling 217-488-6091.
22. **Other Terms.** You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Illinois and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.
23. **Termination.** We may terminate this Agreement at any time for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any terms of this Agreement, if you use the Services for any unauthorized or illegal purpose or you use the Services in a manner inconsistent with the terms of your Deposit Account Agreement or any other agreement with us.
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 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.