

Mobile Remote Deposit Agreement

September 2024

Mobile Deposit is designed to allow you to make deposits of checks ("Original Checks") to your accounts from home or other remote locations by taking a picture of the Original Checks and delivering the digital images and associated deposit information ("Images") to us with your supportable mobile device including, without limitation, a smart phone or other mobile device that satisfies the hardware and software requirements specified by us from time to time ("Mobile Device") and any related Software ("Software") provided by us. After you login to your Mobile Banking App, you may apply for Mobile Deposit. By checking the box below or sending Images or using the Software, you are agreeing to (i) the following terms and conditions together with (ii) the terms and conditions of our Online and Mobile Banking Agreement and Disclosure, which may be accessed by clicking [here](#), as amended from time to time, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking services. We may in our discretion modify this Agreement at any time without prior notice to you, except as may be required by law. By continuing to use Mobile Deposit and submitting Images after the effective date of any such change, you confirm your agreement to such change.

Relation to Online Banking. Mobile Deposit is offered as a convenience and supplemental service to our Online Banking services. Mobile Deposit is not intended to replace access to online banking from your personal computer or other methods you use for managing your accounts and services with us. In utilizing Mobile Deposit, you agree to the terms and conditions of our Online Agreement. This Agreement is a supplement to the Online Agreement. In the event of a specific conflict between the terms of this Agreement and your Online Agreement and relating to Mobile Deposit, the terms of this Agreement shall prevail.

Operation. You agree to accept responsibility for learning how to use Mobile Deposit in accordance with any instructions provided and agree that you will contact us directly if you have any problems with Mobile Deposit. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Deposit as modified. You also accept responsibility for making sure that you know how to properly use your Mobile Device and we will not be liable to you for any losses caused by your failure to properly use Mobile Deposit or your Mobile Device. The Mobile Deposit and/or Software may not be available at any time for any reason outside of our reasonable control or any service provider. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Deposit. We, in our sole discretion, may also modify the scope of Mobile Deposit at any time without prior notice to you, except as may be required by law. Mobile Deposit may not be accessible or may have limited utility over some network carriers. In addition, Mobile Deposit may not be supportable for all Mobile Devices. We cannot guarantee and are not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. You represent that you are an authorized user of the Mobile Device you will use to access Mobile Deposit.

Limits. We will 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.

Eligible items. You agree to submit and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.) You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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.

Requirements. Each Image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The Image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and “mobile deposit only”. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check, and you agree to obtain such endorsements prior to submitting the Original Check through Mobile Deposit.

Receipt of Deposit. All Images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an Image, we will confirm receipt via email to you. We shall not be deemed to have received the Image for deposit until we have confirmed receipt to you. Confirmation does not mean that the Image contains no errors. We are not responsible for such errors or any Image that we do not receive.

Following receipt, we may process the Image by preparing a “substitute check” or clearing the item as an Image.

We reserve the right, at our sole and absolute discretion, to reject any Image for remote deposit into your account and shall have no liability for such rejection. We will notify you of rejected Images. We are not liable for any Images that we do not receive or for any Images that are dropped during transmission. We are not liable for any alterations made to Images after they are transmitted by you to us. Returned or rejected checks will be charged to the account to which they were originally deposited. The returned check or corresponding Image will be delivered to you after being charged to the deposit account unless the account balance is drawn negative. If the account balance is negative, the check or corresponding Image will be retained by us until the account balance is positive, after which it will be returned to you. We reserve the right to redeposit dishonored checks and attempt collection again.

Original Checks. You agree to keep confidential all account and other personal information obtained from Original Checks processed through Mobile Deposit. After you receive confirmation that we have received an Image, you must securely store the original check for 10 calendar days after transmission to us and make the Original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar

days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the Original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an Original Check, the Image will be the sole evidence of the Original Check.* You agree that you will never re-present the Original Check. You understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.

Returned Deposits. Any credit to your account for checks deposited using Mobile Deposit is provisional. If Original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an Image of the Original Check, a paper reproduction of the Original Check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you.

We may debit any of your accounts with us to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties. You make the following warranties and representations with respect to each Image:

- Each Image 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, payee(s), signature(s), and endorsement(s) on the Image and on the Original Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Original Check.
- The Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check.
- You are authorized to enforce and obtain payment of the Original Check.
- You have possession of the Original Check and no party will submit the Original Check for payment.

Additionally, with respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit

acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Online and Mobile Banking service provider, cellular service provider and Internet software. In the event that communications, equipment or Software failures prevent you from using Mobile Deposit, whether the fault of you, us or a third party, you may, at your option, retain Original Checks to be processed when such failure is resolved, or you may deposit Original Checks at one of our branches. We shall not be liable for any losses incurred as a result of such service failure.

Funds Availability. For purposes of funds availability, Mobile Deposits are considered deposited at a branch. Mobile Deposits confirmed as received before close of business on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after close of business, and deposits confirmed received on holidays or days that are not business days will be credited to your account within 24 hours of the following business day. Funds will be available as described in our Funds Availability Disclosure.

Mobile Deposit Security. In addition to taking the security precautions described in the Online Agreement, you agree to comply with any security procedures that we may establish from time to time. By complying with any such security procedures and using Mobile Deposit, you agree that such security procedures are commercially reasonable. Our security features may require special hardware, software or third-party services. They may also include the activation of certain internet browser software features, plug-ins or add-ons. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Deposit. You agree not to leave your Mobile Device unattended while logged into Mobile Deposit and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons access to your Mobile Device or to use your Mobile Device, login information, or other means to access Mobile Deposit, you are responsible for any transactions they authorize, and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your accounts. If you believe your Mobile Device, login information, or other means to access Mobile Deposit has been lost, stolen or otherwise compromised, or that someone has transferred or may transfer funds from your account without your authorization, please contact us immediately by calling 800-423-3344. The terms of this Agreement, your applicable deposit agreement(s) and other applicable agreements with us, and applicable law, shall govern loss allocation under such circumstances. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of Original Checks. You will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility. You maintain with us at least one demand deposit or checking account (the "Account(s)") for the purpose of providing available funds and for deposit of received funds in connection with the use of Mobile Deposit. You agree to maintain sufficient available funds in the Account(s) to cover all returned and rejected items and any

fees you are obligated to pay hereunder. If at any time there are not sufficient collected funds in the Account(s) to cover your payment obligations hereunder, you agree to immediately pay us, on demand, the amount of any deficiency and we may, without prior notice or demand, obtain payment from you for any of your obligations hereunder by debiting any of your accounts with us. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image.

You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or service, copy or reproduce all or any part of the technology or service; or interfere, or attempt to interfere, with the technology or service. We and our technology partners, inclusive of, but not limited to, Alkami and Vertifi Software, LLC, retain all rights, title and interests in and to the Mobile Deposit, Software and Development made available to you.

If you believe or suspect that any Original Checks or related information is known or may be accessed by unauthorized persons, or that any unauthorized person has transmitted or attempted to transmit one or more checks, you agree to notify us immediately, followed by written confirmation within twenty-four (24) hours. Unauthorized transactions will not affect the validity of transactions made in good faith by us prior to receipt of such written notification and we shall not be liable for any such transactions. You acknowledge that the security procedures are for verification of authenticity and not to detect errors. No security procedure for the detection of any such error has been agreed upon between us and you; such errors are the sole responsibility of you. Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of Mobile Deposit and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Alkami and Vertifi Software, LLC (Vertifi), and hold harmless Alkami, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Mobile Banking, Vertifi or Alkami Applications, unless such claim directly results from an action or omission made by Alkami or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE 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 ANY REMOTE BANKING SERVICE, 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 ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Termination. We, in our sole discretion, reserve the right to suspend or terminate Mobile Deposit at any time without prior notice to you, except as may be required by law. You may terminate Mobile Deposit by providing written notice of such termination to us together with sufficient time to process such request. Any termination will not affect obligations, representations or warranties arising prior to termination, such as the obligation to process any Original Checks that were in the process of being transmitted or collected prior to the termination date. On the termination date, all licenses and/or sublicenses granted to you pursuant hereto shall terminate immediately, and you shall cease using Mobile Deposit. In addition, you will keep your Account with us open until the later of (i) sixty (60) days after the date of termination, or (ii) final payment with respect to all processing fees and will keep in such Account an amount sufficient to cover any remaining obligations pursuant hereto. If any such outstanding obligations pursuant hereto exceed the amount in the Account, you will pay such excess to us upon demand.

BY ACCEPTING MOBILE DEPOSIT OR USING THE SOFTWARE, YOU ARE AGREEING TO THIS AGREEMENT TOGETHER WITH THE TERMS AND CONDITIONS OF THE ONLINE AGREEMENT.