



Mobile Deposit Capture User Agreement Mobile Banking Addendum

This Mobile Deposit Capture User Agreement (the "Agreement") contains the terms and conditions for the use of State Bank of Belle Plaine Mobile Deposit Capture services that State Bank of Belle Plaine ("State Bank of Belle Plaine", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with State Bank of Belle Plaine, including the Deposit Account Agreement and Disclosures governing your State Bank of Belle Plaine account, are incorporated by reference and made a part of this Agreement.

Services. The mobile deposit capture services ("Services") are designed to enable you to take a snapshot of a check with your Smart phone or tablet and deposit it into your checking account through the State Bank of Belle Plaine's Mobile Banking app.

Fees. There are no fees charged for the Mobile Deposit Capture services at this time. Other fees you may incur would be data fees from your mobile service provider.

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 email or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, State Bank of Belle Plaine 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.

Limitations of Service. When using the Service, you may experience limited access over some mobile carriers. In addition, the service may not be compatible for all devices. State Bank of Belle Plaine cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues or any errors or delays this may cause. We are not responsible for any cost of upgrading the Device to remain current with the service. We are not responsible for any damage to the Device or the data within. 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.

Ineligible Checks. You agree that you will not use the Services to take a snapshot of any checks that are listed below:

- a. Checks payable to any person or entity other than you.
- b. Checks containing obvious alteration to any of the fields on the front of the check, 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.
- c. Checks drawn on a financial institution located outside the United States.
- d. Checks not payable in United States currency.
- e. Checks dated more than 6 months prior to the date of deposit.
- f. Checks prohibited by State Bank of Belle Plaine current procedures relating to the Services or which are otherwise not acceptable under the terms of your State Bank of Belle Plaine account.
- g. Checks exceeding \$2,500

Image Quality. The snapshot of the check deposited to your account must be legible. The State Bank of Belle Plaine Mobile Deposit Capture Services may ask you to retake the photo if it is illegible. If your deposit is rejected, the State Bank of Belle Plaine will notify you by email or by phone.

Endorsements and Procedures. You agree to restrictively endorse any item captured through the Services as “For mobile deposit only to SBBP” followed by your signature, or as otherwise instructed by State Bank of Belle Plaine. You agree to follow any and all other procedures and instructions for use of the Services as State Bank of Belle Plaine may establish.

Receipt of Items. We reserve the right to reject any check captured through the Services, at our discretion. We are not responsible for checks we do not receive or for images that are dropped during transmission.

Availability of Funds. You agree that items captured using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Your deposit(s) transmitted with Mobile Deposit Capture before 3:00 pm CST will be credited to your account after the close of business at 3:00 pm CST the same business day. If the deposit is transmitted after 3:00 pm CST on a normal business day or on a weekend or holiday, it will be credited to your account the next business day. Typically, funds are available on the next business day. We may delay availability of funds from any deposit you make through mobile deposit capture at any time at our sole discretion.

Disposal of Captured Checks. Depending on your mobile device operating software, you may receive a confirmation page or a message that states the images processed successfully. Two (2) business days after you have received either message, you agree to prominently mark the check as “Electronically Presented” or “VOID”. After 90 days, you agree to properly dispose of the check (i.e. shredding) to ensure that it is not represented for payment. And, you agree never to represent the item electronically or deposit in paper form. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to State Bank of Belle Plaine as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for State Bank of Belle Plaine audit purposes.

Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. The deposit amount limits are set to \$2,500 per deposit, \$5,000 per day and \$9,998 per month. The deposit item limits are set to one (1) item per deposit, up to five (5) items per day and ten (10) items per month. These limits may be changed through prior authorization and approval.

Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible mobile devices as specified by State Bank of Belle Plaine. See the Mobile Banking Agreement and Disclosure for device specifications. State Bank of Belle Plaine 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 enter into directly with the third party software provider at time of download and installation.

Errors. You agree to notify State Bank of Belle Plaine of any suspected errors regarding checks deposited through the Services right away, and in no event later than 60 days after the applicable State Bank of Belle Plaine account statement is sent. Unless you notify State Bank of Belle Plaine 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 State Bank of Belle Plaine for such alleged error.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in State Bank of Belle Plaine's sole discretion subject to the Deposit Account Agreement and Disclosures governing your account.

Ownership & License. You agree that State Bank of Belle Plaine retains all ownership and proprietary rights in the Services, associated content, technology, and app. 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 State Bank of Belle Plaine's business interest, or (iii) to State Bank of Belle Plaine's actual or potential economic disadvantage in any aspect. 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.

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 A 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 THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT STATE BANK OF BELLE PLAINE 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 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 STATE BANK OF BELLE PLAINE HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

User warranties and indemnification. You warrant to State Bank of Belle Plaine 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 to State Bank of Belle Plaine is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless State Bank of Belle Plaine from any loss for breach of this warranty provision.

Other terms. You may not assign this Agreement. This Agreement is entered into in Minnesota and shall be governed by the laws of the State of Minnesota 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.