



Online Banking Disclosure and Service Agreement

This disclosure and agreement describes your rights and responsibilities as a user of our Online Banking service and Bill Pay service (“Service” or “Services”). It also describes the rights and responsibilities of First National Bank of Steeleville (the “Bank”). Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this Service.

Contact Information

Main Bank, 400 West Broadway, Steeleville IL 62288 (618) 965-3441
Percy Banking Center, 302 West Pine, Percy IL 62272 (618) 497-8361
Sparta Banking Center, 143 West Broadway, Sparta IL 62286 (618) 443-4555

Access to Services

The Bank will provide online banking instructions describing how to use the Online Banking Service or Bill Pay Service. To gain access to this Service you will use your login name and your password.

Hours of Operation

The Services are generally available 24 hours-a-day, 7 days a week, except during special maintenance and upgrade periods.

Your Rights and Liabilities

Security of your personal information, account information and your transactions is important to us. Use of the Online Banking Services will therefore require a Login Name and Password. No employee of First National Bank of Steeleville will have access to your Password so an employee should never ask you to disclose or verify your Password. If you lose or forget your Login Name or Password, please call the bank at any of the numbers provided above during regular business hours.

You agree to keep your Login Name and Password secret and to notify us immediately if your Login Name or Password is lost or stolen or if you believe someone else has discovered your Login Name or Password. You agree that if you give your Login Name and/or Password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Online Banking services. You may change your password at any time. We may be liable for

certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Online Banking Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you).

You agree that our records will be final and conclusive as to all questions concerning whether or not your Login Name or Password was used in connection with a particular transaction.

If any unauthorized use of your Login Name or Password occurs, you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds. Notify us immediately if you believe your Login Name or Password has been lost or stolen. Contacting us by telephone during regular business hours is the best way to prevent losses. You could lose all of the money in your account. If you tell us within two business days, you can lose no more than \$50.00. If you DO NOT tell us within two business days after you learn of the loss or theft of your Login Name or Password, and we can prove that we could have stopped someone from using your Login Name or Password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transfer that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any funds you lost after the 60 days if we can prove that we could have prevented someone from taking the funds if you had told us in time. If you believe your Login Name or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact the Bank at the numbers provided above.

WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN LOGIN NAMES OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA EMAIL.

Types of Transfers

You may access your accounts through Online Banking using your Login Name and Password. You may get information about checking, savings, money market account balances, deposits, and withdrawals. You may transfer funds between your affiliated accounts or make payments to loans held by the Bank.

Limitations on Types of Transfers

Transfers from a savings or money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfers are limited to six per month with no more than three by check draft, debit card or similar order to third parties. For security reasons, there are other limits on the number of transfers you can make by computer.

Periodic Statements

Your periodic account statements are available to you to view or print via Online Banking. If you have not elected to receive your statements in electronic format only, you will receive your statements via mail. You will be provided a monthly statement for checking and money market accounts. Savings accounts will be provided a monthly statement unless there are no electronic funds transfers in a particular month then you will be provided a quarterly statement.

Error Resolution Notice

Contact us at the address or phone number provided above as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt.

We must hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer that you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we need more than 10 business days to complete the investigation, we will grant provisional credit to your account for the amount you think is in error; so that you will have use of the money during the time it takes us to complete our investigation. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will report to you the results of our investigation within three (3) days of completion. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used to come to that conclusion.

Confidentiality

We may disclose information to third parties about your account or the transactions you make:

1. Where it is necessary for completing transactions or resolving errors involving the Services; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
3. In order to comply with government agency rules, court orders or other applicable law; or
4. To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
5. If you give us permission.

Limitation of Liability

Except as otherwise provided in this agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by the Online Banking Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

Waivers

No waivers of the terms of this Agreement will be effective, unless in writing and signed by an officer of the Bank.

Assignment

You may not transfer or assign your rights or duties under this agreement.

Governing Law

The laws of the State of Illinois shall govern this Agreement and all transaction hereunder. Customer acknowledges that he/she has reviewed this Service Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

Indemnification

Customer, in consideration of being allowed access to the Online Banking Services, agrees to indemnify and hold the Bank harmless for any losses or damages to the Bank resulting from the use of the Online Banking Services, to the extent allowed by applicable law.

Authorization and Agreement:

By entering my User Code and Password, and accessing Online Banking, I hereby authorize First National Bank of Steeleville to perform the transactions I request. I agree that my first use of online services through Online Banking will acknowledge receipt of the information and instructions for using these services and signify my acceptance of the terms and conditions of this service agreement and the Electronic Funds Disclosure.

(End-Online Banking Disclosure and Service Agreement)

Mobile Banking Disclosure & Service Agreement

Addendum to Online Banking Disclosure and Service Agreement

Introduction. The following Terms and Conditions (“Agreement”) apply to our Mobile Banking services (defined below).

By accepting this Agreement and using Mobile Banking, you agree to all the terms, conditions and notices contained in this agreement and accept responsibility for your use of Mobile Banking. Please read this agreement carefully before accepting. We may amend these terms, and modify or cancel the mobile services and features we offer from time to time without notice, except as may be required by law.

We may offer additional mobile services and features in the future. Any such added mobile services and features will be governed by this agreement and by any terms and conditions provided to you at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service if applicable.

Any deposit Account accessed through this service is also subject to the Account disclosures and regulations for the Account (Account Disclosures). You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Definition of Terms. As used in this Agreement, the following words have the meanings given below:

“**Account(s)**” means your eligible First National Bank of Steeleville Account(s) that are available through Online Banking, can be accessed through Mobile Banking.

“**Available Balance**” means the balance available at the time you make your request, which is the total balance less any amounts that are held (e.g. based on funds availability), pledged (e.g. as security for a loan), or otherwise subject to restraint (e.g. due to legal process or levy). All outstanding transactions or holds on your Account may not be included as of the time of your request. Available Balance may not be the same as Collected Balance or Ledger Balance. For balance definitions, see also the Account Disclosures.

“**Balance**” means your “Available Balance.”

“**Device**” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic and/or capable of sending and receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

“**Mobile Banking**” means the Banking services accessible from the device you have registered with us for Mobile Banking. The services included are: Short Message Service/Text messaging (SMS), mobile web and mobile applications.

"**You**" and "**Your(s)**," mean each person who applies to use the service and each person who uses the Service.

"**We**," "**Us**," "**FNB**" and "**Bank**" means First National Bank of Steeleville.

Enrollment/Registration/Activation. Mobile Banking is offered as a convenience and a supplemental service to your banking with us including our Online Banking Services. It 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.

To enroll in Mobile Banking, you must have at least one active Account. You must have a device to use with Mobile Banking.

You may enroll in SMS Mobile Banking from your personal computer and register your device through Online Banking. To register a device, you must be the authorized user for the assigned number for the Device. You agree to provide us with true, accurate, current and complete information during the enrollment/registration process.

Mobile Banking Cancellation. You may cancel SMS Mobile Banking at any time by texting STOP to 44660, by unsubscribing through on-line Banking or by calling (618) 965-3441.

Description of Mobile Banking. Mobile Banking features and services may vary depending on the method of Mobile Banking we offer and method you select. Currently three methods of Mobile Banking are available. One is mobile text messaging that allows you to access available information via text messaging from your Device. The second is mobile web, an internet-based platform you access via a URL unique to your device that allows you to access available information and make transfers between eligible Accounts. The third service offered is the mobile application available for Android and Apple Devices that allows you to view available information and make transfers between eligible Accounts.

We may also limit the types and number of Accounts eligible for Mobile Banking. Mobile Banking may not be supportable for all device models or for all carriers at all times. FNB cannot guarantee the availability of underlying data services provided by your mobile carrier, i.e. We are not responsible for carrier data outages or "out of range" issues.

The following information is currently available to you via mobile text messaging: Available Balance and Summary Information. The following service is currently available using mobile web and the mobile application: Available Balance, Transfer of Funds between FNB Accounts in your profile, Transaction History and other Banking transactions that may be offered. (See the Online Banking Disclosure and Service Agreement).

Internet access from your device is required to enroll in some Mobile Banking services.

Description of Mobile Banking Commands. Listed below are the Mobile Banking commands available for your use with SMS Mobile Banking. We may change these commands from time to time. The most current list of commands is available by texting HELP to 44660.

- sum Receive summary information for all enabled Accounts
- bal Receive Balances for enabled Accounts
- msg Text message directly to designated Bank contact
- sum ck1 Receive summary information for Account ck1
- bal sv1 Receive Balance information for Account sv1
- help Receive a text message listing available keywords

To Cancel SMS Mobile Banking (Opt-Out):

At any time, you may choose to cancel subscription to this service by:

- Sending a text message with the keyword stop to 44660

Terms and Conditions:

- Use of this service is subject to the terms of the Online Banking Disclosure and Service Agreement. Your use of this service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you opened your Account(s), which include, but are not limited to, the charges that may be imposed for electronic funds transfers, insufficient funds fee, etc. listed in the disclosures, as well as the fee schedule.
- You may be charged access rates or text messaging fees from Your mobile phone carrier depending on Your service plan. These fees are independent of any fees imposed by the Bank. Web access is required to use our web-enabled Mobile Banking service. Check with Your mobile service provider for details on specific fees and charges.
- Must be an Account holder or have permission from the Account holder to subscribe.
- All subscriptions renew automatically until canceled.

Your Mobile Banking Responsibilities. In addition to the terms and conditions in other sections of this Agreement and Your Responsibilities in the Electronic Funds Transfers Provisions section below:

You agree to monitor your Account and important Account information through your Online Banking Service, periodic statements for your Account, if applicable and important notices about your Account delivered by us, in addition to any services or information you may receive through Mobile Banking.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

You agree to notify us immediately if you lose, or change or cancel the number of your registered device.

If you believe that someone may have unauthorized access to your Mobile Banking, You agree to cancel your Mobile Banking associated with the device immediately.

You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws.

Electronic Fund Transfers Provisions.

1. Permitted Mobile Banking Transfers. You may use the mobile web and/or the mobile application to transfer funds between your eligible FNB Accounts (“Internal Transfer”). Currently you may not transfer to or from an Account at another financial institution.

To request a transfer, select transfer funds and follow the instructions provided on your mobile device.

You must have sufficient funds available in the selected Account at the time the transfer request is received.

You may be subject to fees if you exceed the transaction limits of your Account using Mobile Banking. Please see the Statement of Fees applicable to your Account for more information. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your Account Balance and transaction history before withdrawing the transferred funds. You may also call us at the telephone number listed on the disclosure page of your statement to confirm any transfer.

2. Periodic Statements. You will receive a periodic Account statement.

3. Disclosure of Account Information. See the First National Bank of Steeleville Privacy Policy for additional information.

Notices/Contact Information. Unless otherwise provided in this Agreement, for notices required to be given to us by this agreement, call us at (618) 965-3441 or send written correspondence to First National Bank, PO Box 97, Steeleville, IL 62288 or email us at contact@bankatfnb.com.

You may update Your SMS Mobile Banking profile and make changes to Your SMS Mobile Banking service through First National Bank of Steeleville’s On-Line Banking.

We will notify you of any changes, fees, or other information about Mobile Banking, if required by law. Notices required to be given by us under this Agreement or by law may be sent to You.

Our Limited Liability for use of Mobile Banking. Our Mobile Banking services are provided to you on an “As-Is” and “As-Available” basis. We do not make any warranties or representations that you will have continuous or uninterrupted access to Mobile Banking or its content or functions, or that such functions will be error-free or any advertisements, or websites in connection with that service, including, without limitation, express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of third-party rights and title, and any implied warranties arising from course of dealing or course of performance. Your sole and exclusive remedy for any failure or non-performance of Mobile Banking (including any software or their materials supplied in connection with Mobile Banking) shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the Mobile Banking service. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state. In addition, see Electronic Funds Transfer Disclosure section for limits of liability provisions for transfers made using Mobile Banking, which section applies only to the extent not consistent with this limitation of liability provision.

In no event will First National Bank of Steeleville or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third party service providers be liable for any consequential (including, without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute of goods or Mobile Banking), indirect, incidental, special or punitive damages arising out of or in connection with your use of Mobile Banking. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you.

Entire Agreement. This Agreement, as it may be amended from time to time, together with any other disclosures or documents provided to you about your Mobile Banking services and Accounts, contains the entire agreement between you and supersedes any other or oral communications and previous agreements, if any, with regard to Mobile Banking.

Governing Law. Any Account will continue to be governed by the laws described in the Account agreement. This Agreement will be construed and interpreted in accordance with any federal law applicable to Mobile Banking and to the extent not superseded by federal law, the laws of the state of Illinois without regard to conflict-of-law rules.

(End-Mobile Banking Disclosure and Service Agreement)



Mobile Deposit User Agreement

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of mobile deposit services that First National Bank of Steeleville (“FNB”, “bank”, “us”, “our”, or “we”) may provide to you (“you”, or “User”). Other agreements you have entered into with the Bank, as applicable to your account(s), are incorporated by reference and made a part of this Agreement, including Online Banking Agreement.

1. Services. FNB Mobile Deposit Services (“Services”) are designed to allow you to make deposits to your checking, savings, or Money Market Accounts from home or other remote locations by capturing the image of a check and delivering the image and associated deposit information to the Bank or our designated processor.

2. Acceptance of these terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, First National Bank of Steeleville 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 or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting 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. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software. The 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 enter into directly with the third-party software provider at time of download and installation.

5. Fees. This is a free service offered by the Bank. First National Bank of Steeleville may change the fees for use of the Services at any time pursuant to the section titled “Acceptance of these Terms” above. You authorize the Bank to deduct such fees from the same bank account as your mobile deposit.

6. Compliance and Indemnification. You agree to use the product and Services 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 will handle the original items in accordance with applicable laws, rules and regulations.

Any image of a check that you transmit using the Services must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements.

You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

In the event any item you transmit for mobile deposit that is credited to your account is dishonored, you authorize us to debit the amount of such item from your account.

You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at Bank branches or by mailing the original check to Bank at our current address. It is your sole responsibility to verify that items deposited using the Services and Application have been received and accepted for deposit.

Processing of transactions may be limited based on our normal hours of operation, or those of third party financial Services organizations involved in a transaction.

You make the following warranties and representations with respect to each image of an original check you transmit when utilizing the Services:

- Each image of a check transmitted to use 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, the payee, signature(s), and endorsement(s) 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 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 paid.

Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.

You 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.

You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

The information you provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change.

You have not knowingly failed to communicate any material information to us.

You have possession of each original check deposited using the Services and no one will submit, or has submitted, the original check for payment.

Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on the network, data, or related systems.

In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact us regarding such error or breach.

7. Eligible Items. You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). When the image of the check transmitted to the Bank is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, or fraudulent or otherwise not authorize by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit. Checks or items prohibited by the Bank’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have previously been submitted through the Services or through a remote deposit capture service offered at any other financial institution.
- Checks that have been previously deposited or negotiated in any way via any method at First National Bank of Steeleville or any other financial institution.

8. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as “FNB Mobile Deposit Only and the owner’s signature” or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services that the Bank may establish from time to time.

9. Receipt of Items. We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from First National Bank of Steeleville that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, 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.

10. Availability of Funds. Checks deposited via the Service by the Bank's stated 4:00 PM CST deadline (Monday through Friday excluding Holidays) will be considered deposited on that business day and subject to the Funds Availability disclosure provided during account opening. Otherwise, we will consider that the deposit was made on the next business day the Bank is open. Funds deposited using the Services will generally be made available on the first business day after the day of deposit.

11. Disposal of Transmitted Items. Upon your receipt of a confirmation from the Bank that we have received an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree to retain the check for at least 7 calendar days from the date of the image transmission. After 7 days, you agree to destroy (shred) the check that you transmitted. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to us.

12. Deposit Limits. We reserve the right to and may 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.

13. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be at First National Bank of Steeleville's sole discretion subject to the agreements governing your account.

14. Errors. You agree to notify the Bank of any suspected errors regarding items deposited through the Services immediately, and in no event later than 30 days after the applicable account statement is sent. Unless you notify us within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against First National Bank of Steeleville for such alleged error.

15. Errors in Transmission. By using the Service, you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

16. Image Quality. The image of an item transmitted to the Bank using the Service must be legible, as determined at the sole discretion of First National Bank of Steeleville. Without limiting the foregoing, the image quality of the items must comply with requirements established from time to time by First National Bank of Steeleville, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

17. User Warranties and Indemnification. You warrant to First National Bank of Steeleville:

- You will only transmit eligible items.
- You will not transmit duplicate items.

- You will not re-deposit or re-present the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless First National Bank of Steeleville from any loss for breach of this warranty provision.

18. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including 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.

19. Termination. We may terminate this Agreement at any time, for any reason, without notice. This Agreement shall remain in full force and effect unless it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us.

20. 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.

21. Ownership & License. You agree that the Bank retains all ownership and proprietary rights to 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 restrictions of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to First National Bank of Steeleville's business interest, or (iii) to First National Bank of Steeleville'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.

22. Disclaimer or 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 Services will be accurate or reliable, and (iv) any errors in the Services or technology will be corrected.

23. 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 resulting from the use of 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 First National Bank of Steeleville has been informed of the possibility thereof.

(End-Mobile Deposit User Agreement)