

MOBILE DEPOSIT SERVICES AGREEMENT

This Agreement establishes the terms and conditions which govern your use of the Mobile Deposit Service (“**Mobile Deposit**”) made available through Mobile Banking. When you use Mobile Deposit or you permit any other person to use Mobile Deposit, you agree to the terms and conditions we have set out in this Agreement and any instructional material we provide to you regarding Mobile Deposit. This Agreement supplements other agreements between us, including, without limitation, your checking, savings, and other deposit account rules and agreements (“**Account Opening Disclosures**”), as well as the Online Banking and Mobile Banking Agreements. Except as otherwise provided in this Agreement, if there is a conflict between the provisions of this Agreement and the Account Opening Disclosures, this Agreement will control as to any conflict relating to Mobile Deposit and access to your accounts via the Internet using a computer or mobile device. In the event of a conflict between the terms and conditions of the Agreement and the Online Banking and Mobile Banking Agreements, this Agreement will control as to any issue relating to Mobile Deposit.

As used in this Agreement, the words “you” and “your” refer to each owner or authorized representative of a deposit account using the Mobile Deposit Service; the words “we,” “us,” “our,” and any other variation thereof refer to The American National Bank, including our directors, officers, employees, contractors, service providers, agents or licensees, “Business Day” means every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed. By clicking the “Accept” button or by using or continuing to use the Mobile Deposit Service, you agree to this Agreement.

- A. General Description of the Mobile Deposit Service. Our Mobile Deposit Service allows you to make mobile deposits (“**Mobile Deposit**” and collectively “**Mobile Deposits**”) to your American National Bank deposit accounts (except Individual Retirement Accounts and Health Savings Accounts) (“**Deposit Account**” and collectively “**Deposit Accounts**”). Mobile deposits may be made to your Deposit Accounts by using a supported camera-enabled Mobile Device with our Mobile Banking Software to capture electronic images of paper checks and to transmit such images and other information required hereby to us or our designated processor (“**Processor**”). You acknowledge and agree that a Mobile Deposit made by you using the Mobile Deposit Service is not an “Electronic Funds Transfer” as that term is defined in Federal Reserve Board Regulation E. The terms “us,” “our,” and “Processor” may be used interchangeably when used in relation to any services performed by a Processor on our behalf including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The Mobile Device must capture an image of the front and back of each check (“**Check Images**”) to be deposited in accordance with the procedures outlined in this Agreement and any instructions provided to you within our Mobile Banking Software (“**Procedures**”). After capture of the Check Images and all other required data and information from the paper Check, you will transmit for Mobile Deposit the Check Images and all other required data and information from or pertaining to the Check to

us or Processor using the Software installed on your Mobile Device. Subject to compliance with the terms, provisions and conditions of this Agreement, we will process Check Images of the Check into the collection process, in accordance with the provisions of our then current Deposit Account Agreement and Disclosure (“**Account Documentation**”) pertaining to the Deposit Account into which the Mobile Deposit is to be made. You acknowledge and agree that we may discontinue, and/or change the terms of the Mobile Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to you or any third party except as required by law.

- B. Hardware and Software.** You understand you must, and hereby agree to, at your sole cost and expense, use a mobile device that meets all technical requirements for the proper delivery of Mobile Deposit and that fulfills your obligation to obtain, and maintain, secure access to the Internet (“**Mobile Device**”). You understand and agree you may also incur, and shall pay, any and all expenses related to the use of Mobile Deposit, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Deposit. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, applications and services used in connection with Mobile Deposit and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended testing, maintenance, repairs, upgrades and replacements. We are not responsible for, and you hereby release us from any and all claims or damages resulting from, or related to, any virus or related problems that may be associated with using electronic mail or the Internet. We are not responsible for, and you hereby release us from any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device, software or applications, or failures of or interruptions in any telephone or Internet services. We hereby advise you, and you hereby agree to scan your Mobile Device and applications on a regular basis using a reliable virus detection product in order to detect and remove viruses.
- C. Checks Deposited and Security Interest.** When using the Mobile Deposit Service, you hereby agree that you will only scan and deposit a check as that term is defined in Federal Reserve Board Regulation CC. You agree that when an image of the check transmitted to us (each “**Check**” and, if more than one, “**Checks**”) is converted to an image replacement document 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. When used in this Agreement the term “Check” also refers to the Image and is considered an “item” as used in Articles 3 and 4 of the Uniform Commercial Code.

You cannot deposit money orders, U.S. Savings Bonds, or charge card convenience checks using the Mobile Deposit Service. You agree that you will not use the Mobile Deposit Service to deposit any Checks that:

1. are payable to any person or entity other than the Deposit Account owner,
2. are prohibited by our then current procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation,
3. evidence 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 Checks are drawn,
4. have been previously endorsed by a bank (or other institution) and are either "substitute checks" (as defined in Regulation CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without our prior written consent,
5. are drawn on financial institutions that are located outside of the United States or territories of the United States.
6. are not payable in U.S. Dollars,
7. are not acceptable to us for deposit into a Deposit Account as provided in the Account Documentation
8. are payable jointly, unless deposited into an account in the name of all payees
9. are remotely created checks, as defined in Regulation CC,
10. are dated more than six (6) months prior to the date of deposit,
11. have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution,
12. have been dishonored or returned to you unpaid for any reason.

Checks described in clauses (1) through (12) are each a "**Prohibited Check**" and collectively, "**Prohibited Checks**". If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorney fees) we may incur associated with any warranty, indemnity or other claim related thereto. You grant us a security interest in all Deposit Accounts or other deposits (whether general or special) of yours at The American National Bank, and in all funds in such Deposit Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement.

- D. Scanning of Checks and Transmission of Check Images.** You shall properly use all Software required by this Agreement or otherwise, required for or related to, the use of the Mobile Deposit Service. Before capturing a picture of the Check Images, you shall endorse the Check with your Signature and write "For Mobile Deposit Only" immediately below your Signature or as we may otherwise require. A check payable to two payees must be endorsed by both payees and deposited into an account in the name of both payees. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

Once you have endorsed the Check, you shall then capture the Check Images of the Check to be deposited via Mobile Deposit and transmit the Check Images and any other required data and information from or pertaining to such Check to us or the processor in accordance with the Procedures. We reserve the right to amend the Procedures, with or without prior notice to you. To ensure accuracy, you shall key the amount of each Check and any other information required using the Software prior to transmitting the Mobile Deposit in accordance with the Procedures.

- E. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of Mobile Deposits that you can transmit using the Mobile Deposit Service and to modify such limits from time to time (collectively defined as the “Limits”). If we modify the established deposit limits and/or restrictions we will notify you at least 30 days prior to the effective date of the modification. Your continued use of Mobile Deposit after such notification shall constitute your agreement to the modification. The Mobile Deposit Service will not permit you to deposit any Check that is an amount greater than \$1,000. There is a daily deposit limit of \$1,500. You may send multiple Mobile Deposits to us throughout the day, not to exceed the Limits. Requests for modification of individual Mobile Deposit user’s daily deposit and per-check limits are evaluated on case-by-case basis.
- F. Cut-Off Times and Availability of Funds.** If we receive the Image of a Check on or before 5:00 p.m. Central Standard Time (“Cut-Off Time”) on a Business Day, we will consider that day the day of deposit. If we receive the Image of a Check after the Cut-Off Time, on a weekend, or on a non-Business Day, we will consider the next Business Day as the day of deposit. Funds deposited using the Mobile Deposit Service will generally be made available the same day as your deposit, although there may be delays in availability of funds and we are not responsible for any loss, costs or fees that you may incur as a result of any such delay. A Mobile Deposit is considered received by us when a complete copy of the Mobile Deposit has been written on our electronic storage device in conformity with our technical and operational requirements. To meet the Cut-Off Time, the entire Mobile Deposit must be received by us prior to the Cut-Off Time, and the Mobile Deposit must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a Mobile Deposit has been delivered and received, our records shall be determinative. We reserve the right to change the number of Mobile Deposits that may be transmitted in a day and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to your receipt of notice. You may contact us at 920-885-2700 or 1-888-987-2265 during normal business hours to verify the current number of Mobile Deposits that may be transmitted in a day, the applicable deposit limit and the Cut-Off Time.
- G. Maintenance and Destruction of Original Check.** You shall mark original Checks deposited using the Mobile Deposit Service to indicate the Checks were deposited using Mobile Deposit and the date of deposit. All original Checks are to be securely stored for

a period of fourteen (14) days after you transmitted the item ("**Retention Period**"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only you shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. You will promptly (but in all events within 5 Business Days) provide any retained Check (or, if the Check is no longer in existence, a replacement Check or a sufficient copy of the front and back of the Check) to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. If not provided in a timely manner, such amount will be reversed from your Deposit Account.

After the Retention Period expires, if you have verified that the funds have been credited to your Deposit Account, you agree to 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 hereby indemnify us for, and hold us harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you.

H. Image and MICR Quality. Check Images of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Check Images:

1. The amount of the Check;
2. The payee of the Check;
3. The signature of the drawer of the Check;
4. The date of the Check;
5. The Check number;
6. The information identifying the drawer and the paying bank (or other institution) that is preprinted on the Check, including the magnetic ink character recognition ("**MICR**") line; and
7. All other information placed on the Check prior to the time the Check Images of the Check are captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

You shall ensure the Check Images transmitted to us include the full-field MICR encoding on each Check. You shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image including without limitation the dollar amount and signature of the person who signed the Check (the "drawer"), and for ensuring that any and all information on a paper Check is accurately captured and legible in the resulting Check Image and otherwise complies with any Check Image quality standards and guidelines that may be established by American National Standards Institute, the Board

of Governors of the Federal Reserve or any other regulatory agency, clearing house or association. You acknowledge that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

- I. Receipt of Mobile Deposit.** You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any Mobile Deposit or Check Images or other information contained therein that are not received by us in accordance with the terms of this Agreement or for Mobile Deposits or Check Images or other information contained therein that are intercepted or altered by an unauthorized third party. You agree that we have no obligation to accept a Mobile Deposit and, therefore, may reject any Deposit or Check Images or other information contained therein submitted by you. We shall have no liability to you for the rejection of a Mobile Deposit or Check Images or other information contained therein or for the failure to notify you of such rejection. Upon receipt of a Mobile Deposit submitted by you, we may examine such Mobile Deposit and the Check Images and other information contained therein to ensure that you have complied with this Agreement and followed the Procedures. If we determine that you have not complied with this Agreement or followed the Procedures or if errors exist in the Check Images or other information contained in the Mobile Deposit, we, in our sole discretion, may either reject the Mobile Deposit or elect to correct the error and accept and process the corrected Mobile Deposit ("**Corrected Mobile Deposit**"). As a form of correction, we may credit your Deposit Account for the full amount of the Corrected Mobile Deposit and make any necessary adjustments to the Deposit Account to correct the error. We may, at our option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent Checks, and, in our sole discretion, we may reject any such Mobile Deposit or the Check Images or other information contained therein. If after examination of a Mobile Deposit and the Check Images and other information contained therein, we determine that you have complied with this Agreement and processed and transmitted the Mobile Deposit in accordance herewith and with the Procedures, we shall accept the Mobile Deposit for deposit to your designated Deposit Account. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Deposit Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, us.
- J. Provisional Credit and Availability of Funds.** We are notifying you in advance that Mobile Deposits made using our Mobile Deposit Service do not fall under the standard provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply. In general, if Check Images of an Item you transmit through the Mobile Deposit Service is received and accepted before the Cut-Off 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. Funds deposited using the Mobile Deposit Service will generally be made available the

same day of deposit. We normally apply the terms of our Funds Availability Disclosure to Check Images received via the Mobile Deposit Services as if we had received the original paper check. However, in addition to any exceptions specified in our Funds Availability Disclosure, we may delay availability of funds from any Deposit you make through Mobile Deposit at any time at our sole discretion. You acknowledge that all credits given by us for a Check are provisional, subject to verification and final settlement.

K. Laws, Rules and Regulations. You agree to comply with all existing and future operating procedures used by us for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization (“**ECCHO**”) and any other clearing house or other organization in which we are a member or to which rules we have agreed to be bound. These procedures, rules, and regulations (collectively the “**Rules**”) and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.

L. Unavailability; Contingency Plan. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. You acknowledge that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you may deposit original Checks with us at one of our branch locations until such time as the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as a result of your inability to use the Mobile Deposit Service. It is your sole responsibility to verify that Check Images transmitted using the Mobile Deposit Service have been received and accepted for Mobile Deposit.

M. Warranties. You represent, warrant and covenant the following to us:

1. You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Account Documentation.
2. Each Check 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.
3. The amount, payee(s), signature(s), and endorsement(s) on the Check Image and on the original Check are legible, genuine, and accurate.
4. 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.

5. There are no other duplicate Check Images of the original Check.
6. The original Check was authorized by the drawer in the amount stated on the original Check and to the payee(s) state on the original Check.
7. You are authorized to enforce and obtain payment of the original Check.
8. You have possession of the original Check and no party will submit the original Check for payment.
9. With respect to each Check 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 Check 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.
10. 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.
11. All information provided by you to us is true, complete and accurate.

N. Authentication Method. You understand you are responsible for all Mobile Deposit transactions made or authorized with your username and password ("**Authentication Method**"). We have no responsibility for establishing the identity of any person who uses your Authentication Method. By accessing the Mobile Deposit System with your Authentication Method, you authorize us to complete the requested transaction(s) through Mobile Deposit. Any requests or instructions we receive from you through Mobile Deposit shall be considered "in writing" under all applicable law and shall have the same force and legal effect as writing signed by you.

O. Returned Checks. If Checks remotely deposited by you using the Mobile Deposit Service are dishonored or otherwise returned unpaid by the drawee bank (or other institution), or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Check Images, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with this Agreement, the original Check will not be returned, and we may charge your Deposit Account for any and all returned Checks, along with a returned check fees authorized by the Account Documentation. You understand and agree that any returned Checks may be in the form of an electronic or paper reproduction of the original Check or a substitute Check. Unless otherwise instructed by us, you agree not to deposit the original Check if the Check Images were previously transmitted to us using the Mobile Deposit Service and returned for any reason. We may debit any of your accounts with us to obtain payment for any Check 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.

- P. Confirmation: Deposit Account Reconciliation.** We will provide notice of receipt of Mobile Deposits to your Deposit Account on the periodic statement for such Deposit Account. You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. If you do not detect and notify us of such a discrepancy within 30 days of your receipt of any terminal printout, mailed report or periodic statement, whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against us.
- Q. Mobile Deposit Security.** You will complete each Mobile Deposit promptly. If you are unable to complete your Mobile Deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the Mobile 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 you, and you agree to cooperate with us to permit such auditing, to confirm that you have satisfied your obligations under this Agreement.
- R. Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Check Images. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Check 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 Check 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 the Mobile Deposits Service, copy or reproduce all or any part of the technology or the Mobile Deposit Service; or interfere, or attempt to interfere, with the technology or the Mobile Deposit Service. We and our technology partners retain all rights, title and interests in and to the Mobile Deposit Services, Software and related technology made available to you.
- S. Indemnification Obligations.** 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 the Mobile Deposit Services and/or breach of this Agreement. You understand and agree that you are required to indemnify our technology partners and hold them, their affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institutions, business entity or governmental authority, and all losses, liabilities,

damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to your use of the Mobile Deposit Services, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination this Agreement.

- T. DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE MOBILE DEPOSIT 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 THE MOBILE DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE DEPOSIT 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 THE MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.
- U. 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 THE MOBILE 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.
- V. Termination.** We may modify, suspend or terminate your privilege of using Mobile Deposit and may withhold approval of any transactions, at any time, without prior notice to you. Mobile Deposit and this Agreement automatically terminate upon termination of your Online Banking Service Agreement and Mobile Banking Agreement. In the event we terminate Mobile Deposit or any function within Mobile Deposit, we will try to notify you in advance but we are not required to do so. Any one person who has access to the accounts accessible with Mobile Deposit may terminate Mobile Deposit or withdraw from the use of any particular function by sending an e-mail to banking@anbnet.com or by calling customer service at 920-885-2700 or 1-888-987-2265.

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