

## CoreFirst Bank & Trust Mobile Deposit Terms & Conditions

This Addendum to the CoreFirst Bank & Trust Electronic Banking Agreement between you and CoreFirst Bank & Trust sets forth the terms and conditions of CoreFirst Bank & Trust Mobile Deposit Service (the "Service"), which allows you to deposit certain checks into certain deposit accounts that are eligible to receive mobile deposits ("Mobile Deposit Accounts") via the CoreFirst Bank & Trust Mobile App("App").

Except as modified by this Addendum, all terms and conditions in the CoreFirst Bank & Trust Electronic Banking Agreement remain in full force and effect. If there is a conflict with the CoreFirst Bank & Trust Electronic Banking Agreement (the "Agreement") and this Addendum, this Addendum shall control.

By using the Service, you agree to be legally bound by this Addendum and the CoreFirst Bank & Trust Electronic Banking Agreement.

**Equipment.** To use the Service, you must have a supported mobile device (e.g., smartphone, tablet etc.) with a supported camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device (collectively, the "Mobile Device"). We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Service.

**Limitations.** When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Service has 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 Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access the Service.

Except as expressly provided in this Addendum, deposits made through the Service are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Deposit Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

**Fees.** Customers using the Service for business, personal, family or household purposes will not be charged per deposit made via this Service. We may, upon at least 30 days prior notice to you change the fees associated with this Service

**Eligible Checks and Items.** You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will **not use** the Service to scan and deposit any checks or other items shown below. This list is not all inclusive of items that you should not deposit:

- a. Checks or items payable to any person or entity other than you, or to you and another party.
- b. Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), 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 or items previously converted to a substitute check, as defined in Reg CC.
- d. Checks or items drawn on a financial institution located outside the United States.
- e. Checks or items that are remotely created checks, as defined in Reg CC.
- f. Checks or items not payable in United States currency.
- h. Savings bonds or traveler's checks.

Nothing in this Addendum should be construed as requiring CoreFirst Bank & Trust to accept any check or item for deposit, even if CoreFirst Bank & Trust has accepted that type of check or item previously. Nor shall CoreFirst Bank & Trust be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Addendum.

**Security of Your Mobile Device and Account Information.** You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), number(s), login information, and any other security or access information, used by you to access the Service and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service. You agree not to supply your login information to anyone. You will be responsible for all electronic communications, including image transmissions, text message, email and other data entered using the login information. Any communications received through the use of your login information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of your login information, including your Mobile Device. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of your login information has occurred.

**Image Quality.** The image of a check or item transmitted to CoreFirst Bank & Trust using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

**Endorsements and Procedures.** Before transmission, you will make sure that you endorse any check or item transmitted through the Service. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

**Receipt of Checks and Items; Crediting.** We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation email from CoreFirst Bank & Trust that we have received the image.

As provided in the relevant deposit agreement governing your Mobile Deposit Account and subject to CoreFirst Bank & Trust Funds Availability Disclosure, deposits received and accepted before a particular time of the day (the "Cutoff Time") on a Business Day are credited on the same day and deposits received and accepted after the Cutoff Time on a Business Day are credited on the next Business Day. You understand and agree that checks and items must be received and accepted by CoreFirst Bank & Trust before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting. See the Mobile Banking Q&A for details on Cutoff Time for this Service. Provisional credit (memo-credit) will not be granted for deposits made through the Service. This means you will not be able to draw cash against deposits made through the service until the deposit has been posted to your account. Deposits made through the service are posted during our nightly processing.

You enter the amount of the check as a deposit is made through the Service. If we determine that the check is for a different amount, we may adjust the check amount and notify you of the adjustment. At all times, the check will be deposited for the amount read by us.

**Availability of Funds.** We will make fund available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy for your Mobile Deposit Account.

**Disposal of Transmitted Checks and Items.** After a check or item has posted to your account (see the Q&A for more details), you agree to prominently mark the check or item as "Electronically Presented." You agree never to re-present to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to CoreFirst Bank & Trust as requested to aid in the clearing and collection process and to resolve claims by third parties with respect to any check or item. You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through the Service and have cleared to ensure that such checks and items are not re-presented for payment and, prior to disposal or destruction, to safeguard such checks and items.

**Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time. See the Mobile Banking Q&A for more information about limits on the number and amount of checks or items being made through the Service.

**Promises You Make to Us; Indemnity.** You warrant to CoreFirst Bank & Trust that:

- a. You will only transmit eligible checks and items that you are entitled to enforce, and all checks and items will include all signatures required for their negotiation.
- c. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- d. You will not deposit or re-present the original check or item with CoreFirst Bank & Trust or any other party.
- f. You will comply with this Addendum and all applicable rules, laws and regulations.
- g. You will use the Services only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.
- h. By your utilization of this App you acknowledge that the Third Party Service Provider of the App may have access to the nonpublic personal information transmitted by you through the App.

You agree to indemnify and hold harmless CoreFirst Bank & Trust from any loss for breach of your promises to us or the terms of this Addendum.

**Changes to the Service.** We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted

service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance may be made, but we cannot guarantee that such notice will be provided.

**Termination.** You or we may terminate the Service at any time. Contact us at 785-267-8900 or 1-800-280-0123 to inquire on how to terminate the service.

**Liability.** WE ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS ADDENDUM. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL COREFIRST BANK & TRUST OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, COREFIRST BANK & TRUST AND OUR THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.