

FIRST NATIONAL BANK JASPER
REMOTE DEPOSIT ANYWHERE SERVICE AGREEMENT AND DISCLOSURE

Overview. Remote Deposit Anywhere, known throughout this agreement as **RDA** is designed for consumer accounts only to allow you to make deposits of checks ("original checks") to your personal accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device or Tablet.

Must be enrolled in Online Banking and have Mobile Banking. After you login to your Mobile Banking, you may apply for RDA.

Deposit Limits. We have established limits on the dollar amount and number of items allowed for deposit.

- Single Deposit Limit: \$2,000.00 per check
- Total Daily Deposit Limit: \$5,000.00.
- Number of Deposits allowed per day: 5
- Monthly Deposit amount Limit: \$50,000.00
- Monthly Deposit Count: 50

If you attempt to initiate a deposit in excess of these limits, your deposit will be rejected. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Eligible items. You agree to capture and deposit checks only as defined in Federal Reserve Regulation CC ("Reg CC"). When the image of a check transmitted to First National Bank Jasper is converted to an Image Replacement Document for subsequent presentment and collected, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

Ineligible Items. You agree that you will not use RDA to capture and deposit any checks or other items listed below:

- Checks or items payable to an entity or business
- Checks or items payable to any person other than the authorized account holders □
Checks payable to you and another party who is not a joint owner on the account

- Checks or items containing obvious 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
- Checks or items previously converted to a substitute check, as defined in Regulation CC
- Checks or items draw on a financial institution located outside the United States
- Checks or items not payable in United States Currency
- Checks or items that are postdated or more than 6 months old
- Traveler's Checks
- Money Orders
- Checks or items submitted outside the United States
- Cash
- Savings Bonds
- Checks drawn or issued by the United State Treasury
- Checks that are incomplete or mutilated
- Checks or items stamped with a "non-negotiable" watermark
- Any third party check, defined as any item made payable to another party and subsequently endorsed to you by such party (Exceptions may be made at FNB's discretion.)

Nothing in this Agreement shall be construed as requiring First National Bank Jasper to accept any check(s) or item(s) for deposit, even if First National Bank Jasper has accepted that type of check or item previously. Nor shall First National Bank Jasper be required to identify or reject any check(s) or item(s) you may capture and deposit that fail to meet the requirements of this Agreement.

Terms and Conditions. First National Bank Remote Deposit Anywhere Service Agreement ("Agreement"). This agreement contains the terms and conditions for use of Remote Deposit Anywhere which First National Bank ("First National ", "us" or "we") may provide to you ("you", "your", or "User"). Other agreements you have entered into with First National Bank, including your Deposit Account Regulations, Rules and Disclosures, Online Banking Terms and Conditions and Mobile Terms and Conditions governing your First National Bank account, are incorporated by reference and made a part of this agreement.

Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is pre-printed on the original check, MICR

information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include *"FOR MOBILE DEPOSIT ONLY" AND YOUR SIGNATURE*. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Disposal of Original Transmitted Checks. Once your online deposit history shows that your item has been accepted, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to ensure that it is not presented again for payment. You agree to destroy the check after 14 days by shredding or incineration. You agree never to present to us or any other party a check or item that has been deposited through RDA unless we notify you that the check or item will not be accepted for deposit through RDA. During the time the retained check is available, you agree to promptly provide it, or a sufficient copy of the front and back of the item to First National Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item for First National Bank's audit purposes. After destruction of an original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Hardware and Software. In order to use RDA, you must obtain and maintain, at your expense, compatible hardware and software as specified by First National Bank. First National Bank is not responsible for any third party software you may need to use RDA. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you entered into directly with the third party software provider at time of download and installation.

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

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

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.

- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- ALL CHECKS MUST BE ENDORSED WITH "FOR MOBILE DEPOSIT ONLY" INCLUDING YOUR SIGNATURE

Image Quality. The image of an item transmitted to First National Bank using RDA must be legible. The image quality of items must comply with the current requirements established by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, any other regulatory agency, clearing house or association or any higher standard set by us.

Compliance with Law. You will use RDA 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.

Governing Law. Except to the extent superseded by Federal law, the provision of services shall be governed by the laws of the state of Texas.

RDA Deposit Unavailability. RDA Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of **JHA/Profit Star** service provider, cellular service provider and Internet software. In the event that RDA/Mobile Deposit is unavailable, you may deposit original checks at our branches.

Funds Availability. For purposes of funds availability, RDA Deposits are considered deposited at a branch of ATM of this financial institution. RDA Deposits received, confirmed as received and information verified before 2pm on a business day will be credited to your account during nightly processing of transactions. Deposits confirmed received after close of business, and deposits confirmed received on holidays or days that are not business days will be credited to your account on the next business day. Funds will be available as described in our Funds Availability Disclosure.

RDA Deposit/ Security of Your Device. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately if you learn of any loss or theft of original checks. You will ensure the

safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Changes in Service. We reserve the right to terminate, modify, add and remove features from RDA at any time in our sole discretion. You may reject changes by discontinuing use of RDA. Your continued use of RDA will constitute your acceptance of and agreement to such changes. Maintenance to RDA may be performed resulting in interrupted service, delays or errors in the service and we shall have no liability for any such interruptions, delays or errors.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if RDA Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

Errors. You agree to notify First National Bank of any suspected errors regarding items deposited through RDA right away, and no later than 60 days after the applicable First National Bank account statement is sent. Unless you notify First National Bank within 60 days, such statement regarding all deposits made through RDA shall be deemed correct, and you are prohibited from bringing a claim against First National Bank for such alleged error.

Receipt of Items. We reserve the right to reject any item transmitted through RDA, at our discretion, without liability to you. We are not responsible for items we do not receive in accordance with this Agreement or for images that are dropped during transmission. An image of an item shall be deemed received when you receive an email notification from First National Bank that we have received the image. Receipt of such notification does not mean that the transmission was error free, able to be processed or complete or that the funds will be credited for that check or item.

Accountholder's Indemnification Obligation. You warrant to First National Bank Jasper that you will only transmit eligible check and items that you are entitled to endorse. All checks and items will include all signatures required for their negotiation. Images will meet First National Bank's image quality standards. 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. All information you provide to First National Bank is accurate, true, and accurately reflects the front and back of the check or item at the time the image was captured. You will comply with this Agreement and all applicable rules, laws and regulations. You will use RDA only for your own deposits and will

not allow the use of RDA by way of the service bureau business, timesharing, or otherwise disclose or allow use of RDA by or for the benefit of any third party. You agree to indemnify and hold First National Bank harmless for all losses, damages and expenses, including reasonable attorney fees, resulting from your wrongful act or omissions, breach of any provision of this Agreement, breach of any applicable law or regulation, negligence or willful misconduct.

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

Limitation of Liability. You agree that we will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data, or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of any remote banking service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise,) even if we have been informed of the possibility thereof, except as otherwise required by law.

Termination or Refusal by Us. We reserve the right to refuse to honor an instruction or suspend or terminate RDA, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe RDA is not being used for its intended, bona fide and lawful purposes under this Agreement or any other agreement you have with First National Bank; (c) we have reason to believe RDA is being used in an anticompetitive manner or contrary to First National Bank's business interest; or (d) your account is closed or access to your account is restricted for any reason. Termination will not affect your liability or obligations under this Agreement or any other agreements you have with us.

Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Acceptance of these Terms. Your use of RDA constitutes your acceptance of this Agreement. This Agreement is subject to change. We will notify you of any material change via your mobile device, email or our website by providing a link to the revised Agreement or otherwise explaining the material change. Your continued use of RDA will indicate your acceptance of the terms and conditions of the revised Agreement.

Waiver of Jury Trial. You and First National Bank waive all rights to trial by jury in any litigation or other proceeding arising out of or relating to this agreement or the service. 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 Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

We encourage you to print and save a copy of this Agreement for you records.