

Central Bank and Trust Co.
MOBLE REMOTE DEPOSIT SERVICES AGREEMENT

This Mobile Remote Deposit Services Agreement (“Agreement”) is a contract that governs your ability to use the Mobile Remote Deposit service provided to you by Central Bank and Trust Co. (the “Service”). As used in this Agreement, the terms “Bank,” “we,” “us,” and “our” refer Central Bank and Trust Co. The terms “you” or “your” refer to the account holder(s) authorized by the Bank to use the Service, all persons authorized to sign on the account holder’s deposit accounts, and anyone else who uses the Service with the permission of the account holder(s). By clicking “Accept” after reviewing these Terms and Conditions, or by using the Service, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

Mobile Deposit is designed to allow you to make deposits of checks (“original checks”) to your accounts from home or other remote locations by taking a picture of the original checks via a Mobile Device and delivering the digital images and associated deposit information (“images”) to us or our processor with your Mobile Device. After you log on to Mobile Banking, you may apply for Mobile Deposit. This agreement governs your use of the Service. The terms and conditions in this Agreement are in addition to, and do not cancel, supersede or replace your application to use the Service, our notification of approval of your application, your Deposit Account Agreement, Online Banking Agreement, or any other agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans, services, or other business relationships with the Bank. Additionally, your use of the Service will be subject to all of the terms or instructions which may appear on-screen when you access the Service, or in user guides, and/or other information or documentation that the Bank may provide to you from time to time regarding the Service.

Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. Once your application for Mobile Deposit has been approved, you will receive an e-mail notifying you of the established limits. 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.

Eligible items. You agree to scan and deposit only checks (*i.e.*, drafts payable on demand drawn on a credit union, savings and loan or bank.)

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).
- Substitute Checks;
- Checks drawn on a financial institution located outside the United States or that are not payable in United States currency;
- Checks that are dated more than six months prior to the date of deposit;
- Photocopies of checks;
- Checks that have previously been returned as unpaid;
- Checks payable to you and another party who is not a joint owner on the account; or
- Checks that contain evidence of 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 check is drawn.

Hardware and Software Requirements. In order to use the Service, you must have a Mobile Device that is acceptable to us and a wireless plan from a compatible provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time.

Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. We are not responsible for any third party software that you may need to use the Service.

We are not responsible for providing, maintaining or servicing your Mobile Device or any other equipment for you, nor are we responsible for any costs you incur in using your Mobile Device or in accessing the Service. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements.

We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Check 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 preprinted 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. The Bank in its sole discretion may refuse to accept checks that do not meet our image quality requirements.

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. You must endorse the original check with the restrictive endorsement "For Mobile Deposit Only to Central Bank and Trust Co." and your signature before scanning it. 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. After we receive check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such checks during nighttime processing. The provisional credit is subject to final payment of the checks and is also subject to your Bank Account Agreement.

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us at our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits.

The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees assessed against your account due to a check being returned.

You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the Service at our sole discretion without notice to you, and we will not be liable for any such rejection or for failing to notify you of such rejection. If we reject a check for remote deposit, you must physically deposit the original check.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for 10 calendar days after transmission to us and make the original check available to us at our request. Upon our request, you will deliver to us, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or by another permanent manner of destruction that does not allow the original check to be accessed by an unauthorized person(s) and in a manner that the original check is no longer readable or capable of being reconstructed. *After destruction of an original check, the image will be the sole evidence of the original check.*

While the original check is in your possession, you agree to use a high degree of care to safeguard the original check and related files against security risks.

You agree that you will never re-present or allow anyone else to re-present the original check or a substitute check of the original check through Mobile Deposit or by any other means. 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. You may not use the Service to deposit a substitute check and you may not deposit the original check through the Service or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

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.

Your Warranties. You make the following warranties and representations with respect to each image and the use of Mobile Remote Deposit:

- 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.
- You are solely responsible for any and all financial risk that may be associated with your use of the Service, including without limitation the risk that a check will be returned for insufficient funds.
- You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

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.

Compliance with Law. 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. You are prohibited from engaging in, and you represent and warrant to the Bank, that you do not and shall not engage in, any business or activity that: a) would result in your being or becoming a money service business that regularly cashes third party checks, sells money orders, or handles wire transfers or other financial services for third parties; b) would result in your accepting restricted transactions in connection with another person in unlawful Internet gambling; c) would result in the Bank being

used as a conduit for money laundering or other illicit purposes; or d) would directly or indirectly result in any activity or use of the Service that may be illegal or fraudulent.

Mobile Deposit Unavailability. 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. In the event that Mobile Deposit is unavailable, you may deposit original checks in person at any Central Bank location. The Bank is not responsible for providing an alternate method of remote deposit if the Service is not available.

Funds Availability. For purposes of funds availability, mobile deposits are considered deposited at a branch or ATM of this financial institution. The funds for the checks that you deposit through the Service may not be immediately available to you. In order to determine the availability of your funds, you will need to determine the date and time that the checks and all required data and information are received by the Bank. You understand and agree that we shall not be deemed to have received a deposit through the Service until we notify you via e-mail that we received the deposit.

The deposit cut-off time for the Service is 4:00 PM CST. The Bank reserves the right to change the cut-off time in its sole discretion. Such change shall be effective immediately and may be implemented before you receive notice of the change. You may contact us at any time to verify our current cut-off time. If you complete the scanning and transmission process and receive your deposit confirmation, checks that you deposit before the cut-off time on our business days will be considered as received that same business day. Checks that are received by us through the Service after the cut-off time on a business day, or on any day that is not a business day, will be considered as received by us on the next business day.

Your deposit made using the Service will generally be available on the first Business Day after the day of deposit. The Bank may delay availability of funds based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. You agree that it is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet our funds availability schedule.

We are not liable for transactions you initiate before the funds are available for your use. Until the funds are made available, you may not withdraw the funds in cash, and we may not use the funds to pay items that you have written or to honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. Even after the item has "cleared," we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

Mobile Deposit Security. You understand that check images captured using your Mobile Device are stored on the Mobile Device only until the associated deposit has been successfully submitted. 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 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 based on 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.

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 Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable 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 Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology

partners, inclusive of, but not limited to Digital Insight and Vertifi Software, LLC (Vertifi), retain all rights, title and interests in and to the Services, software and development made available to you.

Service Fees. Currently we do not impose any fees for the Service. We reserve the right to impose fees for the Service in the future and we will notify you of any such fees, in the manner and to the extent required by this Agreement and by law. Your use of the Service after the effective date of any fee changes shall constitute your agreement to such fee changes. You also understand and agree that you are responsible for any wireless service provider charges and any and all other fees and charges that you may incur by accessing and using the Service.

Your Authentication Method. You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, one-time passcode or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential.

By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a written authorization signed by you. This includes, but is not limited to, inquiries, deposit transactions, checks deposited, check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

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.

Accountholder's Indemnification Obligation. 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. You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight and Vertifi, and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, 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, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING 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 ANY REMOTE BANKING SERVICE, 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 ANY REMOTE BANKING 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 ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE

INTERNET, AND TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL OF THE FOREGOING RISKS.

YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE

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.

WITHOUT LIMITING THE FOREGOING, WE SHALL NOT BE LIABLE TO YOU FOR ANY OF THE FOLLOWING: A) ANY DAMAGES, LOSSES, COSTS OR OTHER CONSEQUENCES CAUSED BY OUR ACTIONS THAT ARE BASED ON INFORMATION OR INSTRUCTIONS YOU PROVIDE; B) ANY UNAUTHORIZED ACTIONS INITIATED OR CAUSED BY YOU OR YOUR EMPLOYEES, AGENTS, OR REPRESENTATIVES; C) ANY REFUSAL OF A PAYOR FINANCIAL INSTITUTION TO PAY A CHECK FOR ANY REASON (OTHER THAN THAT CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), INCLUDING WITHOUT LIMITATION, THAT THE CHECK WAS UNAUTHORIZED, COUNTERFEIT, ALTERED, OR HAD A FORGED SIGNATURE; D) YOUR OR ANY OTHER PARTIES' INABILITY TO TRANSMIT OR RECEIVE DATA; OR E) IF YOU DO NOT COMPLY WITH YOUR REPRESENTATIONS OR WARRANTIES IN THIS AGREEMENT. OUR LIABILITY FOR ERRORS OR OMISSIONS WITH RESPECT TO THE DATA TRANSMITTED OR PRINTED BY US IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO CORRECTING THE ERRORS OR OMISSIONS. CORRECTION WILL BE LIMITED TO REPROCESSING, REPRINTING AND/OR REPRESENTING THE CHECKS TO THE PAYOR FINANCIAL INSTITUTION.

Termination. If you wish to cancel the Service, you must notify the Bank, and you must also discontinue using the Service at that time. You may notify us by telephone at 620-663-0670 or you may also write us at:

Central Bank and Trust Co.
Attn: Information Services
101 W Ave. A
PO Box 1366
Hutchinson, KS 67504

The bank reserves the right in its sole discretion at any time to terminate this Agreement and therefore to limit or terminate your use of or access to the Service at any time, with or without cause and without prior notice. The Bank will not have liability to you for any losses or damages you may suffer or incur as a result of any such limitation or termination.

Any termination will not affect our obligations arising prior to termination, such as the obligation to process any checks (including returned checks) that were in the process of being transmitted or collected prior to the termination date. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed through the Service for you. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination.

Amendment. We reserve the right to modify the Service from time to time without prior notice to you. However, we will mail or deliver an electronic notice via e-mail to you at least twenty-one (21) days in advance of the effective date of any additional or increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers, or stricter limits on the type, amount or frequency of transactions. In addition, if an immediate change is necessary to maintain the security of the system and it can be disclosed without jeopardizing the security of the system, we will provide you with written notice within thirty (30) days after such change. In most cases you will receive the notice online through the Service; however, the Bank reserves the right to notify you by e-mail or by U.S. Postal Service mail, in its discretion. You may decline a change by notifying us prior to the change's effective date to discontinue the Service. If you do not accept and agree to the change, you will not be entitled to use the Service.

However, if you do not terminate your Service and you use it on or after the effective date of the change(s), you will be deemed to have accepted and agreed to the change(s), and they and the Agreement, as amended, will become legally binding upon you.

Notices. All notices from the Bank to you shall be in writing and shall be made either via e-mail, U.S. Postal Service mail or messages delivered through the Service, at our discretion. Any written notice that we give to you will be effective when it is deposited in the U. S. mail or delivered to you to the e-mail address in our records or posted for you online through the Service. If your Account is a joint or multiple party account, notice from us to any one of you is notice to all of you.

Unless otherwise provided in this Agreement, any notice from you to the Bank must be in writing. Any written notice that you give us will be effective when it is actually received by us, provided we have reasonable opportunity to act on it. You may notify us by writing to the Bank at the address previously provided or by emailing us at servingyou@centralbank-kansas.com.

Assignment. You may not assign any of your rights, duties and obligations under this Agreement. We may assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors, service providers, or other third parties.

Governing Law. This Agreement is governed by, and is subject to, the laws of the state of Kansas, without regard to its choice or conflicts of laws provisions.

Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired.

Entire Agreement. The terms of your Bank Account Agreement and all other agreements you have with the Bank pertaining to your account(s) are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements, the provisions of this Agreement shall control to the extent necessary. You agree that the most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us. Any prior or contemporaneous agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to the Service which conflict with the provisions in this Agreement are superseded by this Agreement.