Mobile Remote Deposit Capture Agreement

This Mobile Remote Deposit Capture Agreement (as amended and/or supplemented, this “Agreement”) governs your use of First State Bank’s Mobile Remote Deposit Capture Service (the “Mobile Deposit Service” or “Service”). First State Bank offers the Mobile Deposit Service under this Agreement only in association with one or more deposit accounts maintained by you at First State Bank.

This Agreement is in addition to other agreements between you and First State Bank, including the applicable deposit account disclosure agreement(s) and terms and conditions, and our rules and regulations as well as your loan agreements with First State Bank. You should review the disclosures provided to you when you opened your account(s) with First State Bank.

All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of tampering or altered data. You may request a paper copy of any of our agreements be sent to you via standard mail by writing or calling us. Our contact information is provided in this agreement.

Definitions

“Business Day” shall mean every day excluding Saturdays, Sundays and federal holidays.

“You" and "your" means: (i) a person who has enrolled in both the Bank's Online Banking service and the Service for personal use, or (ii) a small business entity (or its authorized representative, as applicable) that has enrolled in both the Bank's Online Banking Service and the Service for business use by that authorized representative.

"Bank," "we," "us" and "our" mean First State Bank and its successors or assigns.

"Account" means your deposit account with us to which you are authorized to make a deposit using Hardware.

"Hardware" means any device acceptable to us from time to time that provides for the capture of Images from Items and for transmission through the clearing process.

"Check 21" means the Check Clearing for the 21st Century Act.

“Check 21 Transaction” means an electronic payment transaction utilizing an “IRD” permitted by Check 21.

"Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.

"Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21.

An "Item" is an original: check, cashier's check, official check, U.S. Treasury check, traveler’s check, or money order drawn on a financial institution within the United States and payable in U.S. currency that is payable to you. Items are deemed to be "items" under the Uniform Commercial Code and "checks" under The Expedited Funds Availability Act and Regulation CC.

“Service” means the mobile check deposit processing service provided to you under this Agreement.

Terms and Conditions

General Description of Mobile Deposit Service. Subject to the terms, and conditions of this Agreement, we shall provide the Mobile Deposit Service to you, which allows you to make deposits to your deposit accounts from your Mobile Device by taking images of checks on your Mobile Device and delivering the images and information required hereby to us or our designated processor (a "Processor") through our Mobile Banking service. Deposit accounts ("Accounts) eligible for the Mobile Deposit Service are those in which you are an account owner. You may notify us of the accounts which you would like available for the Mobile Deposit Service, but we may allow all accounts in which you are an account owner on to be available within the Mobile Deposit Service. You may add or delete deposit accounts, as applicable and authorized, from our Mobile Deposit Service by contacting us at 402-337-0323. You acknowledge and agree that a deposit made by you using this Mobile Deposit Service is not an "Electronic Fund Transfer" as that term is defined in Federal Reserve Board Regulation E.
The Mobile Device must capture an image of the front and back of each Check to be deposited in accordance with the User Guidelines. After capture of the Images and all other required data and information from each check, you will transmit one or more files containing the Images and all other required data and information from or pertaining to all checks to us or our Processor via the Mobile Banking service. Subject to compliance with the terms, and conditions of, and as provided in, this Agreement, we will credit the Account or Accounts designated by you for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s) and enter the images of the checks into the collection process, in accordance with the of our then current deposit account agreement and disclosure pertaining to the Account(s) into which the deposit is to be made (the "Deposit Agreement") and this Agreement. 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. You hereby agree that we shall be the exclusive provider of the Service provided in accordance with this Agreement and that you will not use the same or similar services of any other party without first notifying First State Bank and receiving permission.

Hardware and Software. You understand and hereby agree that, at your sole cost and expense, you are responsible for providing your own Mobile Device that supports 256-bit encryption to ensure the proper and secure access and functioning of the Mobile Deposit Service. As the Mobile Deposit Service is accessed via Mobile Banking, please refer to the Mobile Banking Agreement to review additional terms regarding hardware and software use, licensing, and limitation of liability.

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, the Internet, or mobile communications. 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 hardware or software, or failures of or interruptions in any Mobile Device or Internet services. We hereby advise you, and you hereby agree, to monitor your Mobile Device for viruses using a reliable virus detection product in order to detect and remove viruses.

Checks Deposited and Security Interest. You hereby agree that you will only take photos (or "images") and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg. CC"). You agree that the image of the check that is transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You further agree that you will **not** remotely deposit any Prohibited Check or item. Prohibited Check or items are as follows:

- Checks that were previously deposited by Mobile Capture, at First State Bank or at another financial institution;
- Checks are drawn, or otherwise issued, by you on any account of yours maintained at another financial institution unless you notify and receive permission from us prior to submitting the deposit;
- Checks payable jointly, unless deposited into an account in the name of all payees

- Credit card convenience check and savings bonds;
- Checks that have been altered or that you do or should know/suspect to be altered or fraudulent in any way, or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks that are dated more than six months prior or that have a future date or checks that have exceeded the "Valid" period.
- Checks that the written and numerical amounts do not match.
- Checks that are not signed by the payee.
- Checks that are drawn on financial institutions that are located outside of the United States;
- Items that are not paid in United States currency;
- Items payable to another person or entity;
- Items that are missing processing information (examples: missing or illegible routing numbers or account numbers);
- Checks or items previously converted to a substitute check, or "image replacement documents" that purport to be substitute checks, as defined in Reg. CC without our prior written consent;
- Rebate checks;
- Returned items;
- Checks that are remotely created checks, sight or payable through drafts, as defined by Reg. CC.

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's fees) we may incur associated with any warranty, indemnity or other claim related thereto. You grant us a security interest in all Accounts or other deposits (whether general or special) of yours at First State Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement.

Endorsement Procedures. You agree to restrictively endorse any item transmitted through the Mobile Deposit Service as **"MOBILE DEPOSIT AT FIRST STATE BANK"**, and then sign your name as endorsee. You agree to follow any and all other procedures and instructions for the use of this service as First State Bank may establish from time to time.

Imaging of Checks and Transmission of Files. You shall (a) endorse each Check to be deposited in accordance with the Endorsement Procedures, (b) take a photo of the front and back of each Check to be deposited and thereby capture the photo of the front and back of each Check and any other required data from, each Check and (c) transmit the File containing the images of and all other required data and information from or pertaining to such Checks to us or our Processor. We reserve the right to amend procedures, with or without prior notice to you. We may also provide you with, or require you to establish, a User Code, a personal identification number ("PIN") and/or passwords and other procedures (collectively, "Security Procedures") to access the Mobile Deposit Service. You agree to, at all times, (a) comply with established procedures, (b) safeguard the confidentiality and security of the Security Procedures and all other information we provide to you in connection with the Mobile Deposit Service and (c) notify us immediately if you have any reason to believe the security or confidentiality required by this has been or may be breached. You acknowledge, understand and agree the Security Procedures are not designed for the detection of errors. We are not, and will not be, obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You may send multiple Files or items to us or our Processor throughout the day, not to exceed the number of Files or items specified in Attachment A. The total dollar value of the Files sent by you to us on any day or month, as appropriate, shall not exceed the dollar amount specified in Attachment A. If the total dollar value of the Files sent by you to us on any day or month, as appropriate, exceeds the Deposit Limit, we may, at our option, refuse to accept the File. You agree not to exceed the Deposit Limit without first contacting First State Bank and gaining permission to originate the file. To be eligible for processing on the day transmitted, Files must be received by us no later than the cut-off time specified in Attachment A. To meet the Cut-Off Time, the entire File must be received by us prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining

when a File has been delivered and received, our records shall be determinative. A File which is not balanced or which is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the File is actually received by us. We reserve the right to change the number of Files that may be transmitted in a day or month, as appropriate, the Deposit Limit that may be transmitted in a day or month, as appropriate, and the Cut-Off Time. All such changes shall be effective immediately and may be implemented without notice to you. You may contact us at any time to verify the current number of Files that may be transmitted in a day or month, as appropriate, the Deposit Limit that may be transmitted in a day or month, as appropriate, and the Cut-Off Time.

Maintenance and Destruction of Original Check. You shall stamp or write on the original Check "Processed" after the process of depositing the Check in accordance with this Agreement. You shall securely store all original Checks for a minimum of 30 business days after they have been posted to your Account(s) (such period is the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only authorized individuals or personnel 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 shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. You will use commercially reasonable methods to destroy original Checks after expiration of the Retention Period. 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. You will promptly (but in all events within 5 Business Days) provide any retained 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.

Image and MICR Quality. Each File transmitted by you to us shall contain Images of the front and the back of the Check(s) imaged and deposited through your Mobile Device by you. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

- the amount of the Check;
- the payee of the Check;
- the signature of the drawer of the Check;
- the date of the Check;
- the Check number;
- the information identifying the drawer and the paying Financial Institution that is preprinted on the Check,
- the full MICR line, including the ABA routing number, account number and if encoded the check number;

Receipt of File. You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any File or the Images or other information contained therein that are not received by us or for any File or the 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 File and, therefore, may reject any File or the Images or other information contained therein submitted by you. We have no obligation to notify you of the rejection of a File or the Images or other information contained therein. We shall have no liability to you for the rejection of a File or the Images or other information contained therein or for the failure to notify you of such rejection. Upon receipt of a File submitted by you, we may examine such File and the Images and other information contained therein to ensure that you have complied with this Agreement. If we determine that you have not complied with this Agreement or if errors exist in the Images or other information contained in the File, we, in our sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File. As a form of correction, we may credit your Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. If after examination of a File and the Images and other information contained therein, we determine that you

have complied with this Agreement and processed and transmitted the File in accordance with this Agreement, the File is balanced and the Images meet the requirements of this Agreement, then we shall accept the File for deposit to your Account. Upon acceptance of the File, we shall electronically notify you of receipt and acceptance of the Accepted File for deposit. Notwithstanding the fact that we have accepted a File for deposit, any credit made to your Account shall be, 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.

Credit and Availability of Funds. Upon acceptance of the File, we shall credit your account for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "Credit" means that the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, we may hold funds for the period of time permitted by Reg. CC, however, funds will generally be made available to you on the first Business Day after the day we receive your deposit. Please refer to the account disclosures provided to you at account opening or review our Funds Availability Policy, as amended, for more details. For the purposes of determining the time for which funds may be held by us under Reg. CC, the place of deposit shall be First State Bank 102 E Broadway Randolph, NE.

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 clearinghouse or other organization in which we are a member or to which rules we have agreed to be bound. The Rules are incorporated herein by reference. 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.

Collection of Checks. We, in our sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee financial institution. We, in our sole discretion, shall select the clearing agents used to collect and present the Images, and our selection of the clearing agents shall be considered to have been designated by us. We shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Deposit Agreement.

Contingency Plan. You agree that, in the event you are not able to capture, balance, process, produce or transmit a File to us, or otherwise comply with the terms of this Agreement, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will transport the originals of all Checks to the office of First State Bank and deposit original Checks with us until such time that the outage, interruption or failure is identified and resolved if you elect to do so. The deposit of original Checks at an office of First State Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement. Notwithstanding the foregoing, and to the extent applicable, of this Agreement dealing with warranties shall apply to the deposit of original Checks.

Warranties. You represent, warrant and covenant the following to First State Bank:

(a) Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, and the Deposit Agreement;

(b) Image Quality. Each Image transmitted by you to us contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;

(c) Accuracy of Information. All data and other information submitted by you to us, including, but not limited, to data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;

(d) No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to us, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to First State Bank, a collecting or returning financial institution, drawer, drawee, payee or endorser, will be asked to

pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
(e) No Loss. No Subsequent transferees of the Item(s), including but not limited to First State Bank, a collecting or returning financial institution, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

Returned Checks. If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee financial institution, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, 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 back an Image of the Check to your Account. You understand and agree that the Image 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 an Image or other debit as previously described is charged back to you.

Fees and Charges. There are no deposit fees for the Mobile Remote Deposit Service. You agree to pay us the normal deposit account service charges established from time to time by us and all such other fees and charges as may be agreed upon from time to time by both parties. You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

Amendments. We may amend the terms of this Agreement at any time, in our sole discretion, by giving notice to you. If required by this Agreement or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Mobile Deposit Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing, by us.

Confirmation: Account Reconciliation. In addition to an email confirmation at the initial time of a mobile deposit, we will provide notice of receipt of a deposit to your Account on the periodic statement for such 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 (each a "Report"), whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against us.

Financial Institution's Duties. Our duties and responsibilities are limited to those described in this Agreement, the Deposit Agreement and any other agreements governing the Accounts. We will use commercially reasonable care in performing our responsibilities under this Agreement.

Financial Institution's Responsibilities. You agree to monitor your account balances and charges, to promptly notify us if any Report conflicts with your records, and to refrain from acting on information you have reason to believe is erroneous. In all instances, our and, if the services of a third party provider are utilized in the Mobile Deposit Service, such third party's sole liability to you shall be limited to the correction of any errors made. We shall not be responsible for suspension of performance of all or any of our obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and First State Bank or First State Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, retard or otherwise affect our complete or partial performance under this Agreement.

Internet and Mobile Communications Disclaimer. We do not, and cannot, control the flow of any documents, files, data or other information via the Internet or mobile communication networks, whether to or from our network, other portions of the Internet, mobile communication networks, or otherwise. Such flow depends in large part on the performance of Internet and mobile communication services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet or mobile communication networks (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet or mobile communication infrastructure or your or our ability or inability to connect to the Internet or mobile communication networks.

Indemnification and Liability; Third Party Claims. You hereby indemnify First State Bank and each of its Processors and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each and "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to us or (iii) failure to maintain compliance with the Rules, (b) (i) your Mobile Deposit Service, (ii) our action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by us to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) your breach or violation of any Rules; provided, however, you are not obligated to indemnify us for any damages solely and proximately caused by our gross negligence or willful misconduct.

Limit of 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 SIMMONS FIRST 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, SIMMONS FIRST'S AND OUR THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Financial Information. We may from time to time request information from you in order to evaluate a continuation of the Mobile Deposit Service to be provided by us hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by us, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or the Mobile Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. If you refuse to provide the requested financial information, or if we conclude, in our sole discretion, that your credit risk is unacceptable, we may terminate the Mobile Deposit Service according to the hereof.

Assignment. No right or interest hereby conferred shall be assignable without the prior written consent of the other party, and any assignment made without such consent shall be null and void; provided, however that we may assign this Agreement or any part of it to any of our affiliates or to a successor of ours by merger or acquisition upon written notice to you.

Termination. This Agreement shall remain in full force and effect from the date hereof until such time as this Agreement is terminated by either party as hereinafter provided:

(a) this Agreement may be terminated at any time by either party following thirty (30) days prior notice unless a shorter prior notice is agreed upon by both parties;

(b) either party shall have the right to terminate this Agreement immediately by giving notice to the other if such other party: (i) ceases to conduct its business in the ordinary sense, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition or (iv) in the reasonable judgment of the party seeking termination, experiences an adverse change in its financial condition or business which impairs the ability of such party to perform its obligations under this Agreement, (v) fails to perform its obligations under this Agreement or defaults under any other agreement between the parties or (vi) makes any warranty or representation which proves to be false or misleading.

Notwithstanding the foregoing, we may immediately terminate this Agreement without notice if, in our sole discretion, we determine that you have abused the Mobile Deposit Service or we believe that we will suffer a loss or other damage if the Agreement is not terminated.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without reference to its conflict of laws, and applicable federal law.

Notices. Any notice required hereunder shall be given by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically or by any other means agreed upon by both parties and if, to First State Bank, at the address set forth below and, if to you, at the most recent address or phone number shown for you in First State Bank's records. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Any notice mailed shall be presumed received on the third Business Day after mailing thereof.

If to Financial Institution: First State Bank
102 E Broadway
P.O. Box 725
Randolph, NE 68771-0725

Or by phone to: 402-337-0323 or 877-203-0063

Or by email to: info@fsbrandolph.bank

Please note that any message sent using this feature is transmitted via normal e-mail and is not encrypted. So, please do not include any confidential information, such as account numbers or details, tax ID numbers, or any other information you want kept confidential. We will not respond to account information related questions sent via Internet e-mail. You agree that we may take a reasonable time to act on any e-mail within the timeframes noted in state and federal regulations.

Attachment:

LIMITS

Consumer Deposit Limits

- Daily: $12,500
- Monthly: $15,000

Consumer Deposit File Limits (number of items deposited)

- Daily: 5
- Monthly: 30

Business Deposit Limits

- Daily: $50,000
- Monthly: $250,000

Business Deposit File Limits (number of items deposited)

- Daily: 5
- Monthly: 30

CUT-OFF TIME

The cut-off time for our Mobile Deposit Service is 4:30 pm Central time on a Business Day.