

## FirstOak Bank Mobile Deposit Capture Agreement

This agreement contains the terms and conditions for the use of FirstOak Bank Mobile Deposit Capture services that FirstOak Bank may provide to you. Other agreements you have entered into with FirstOak Bank, including the Depository Agreement and Disclosures governing your FirstOak Bank account, are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile deposit capture service is designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by delivering the images and associated deposit information to FirstOak Bank. There is currently no charge for the service.

2. **Acceptance of these Terms.** Your use of the service constitutes your acceptance of this agreement. This agreement is subject to change from time to time. We will notify you of any material change via email or on our website by providing a link to the revised agreement. Your continued use of the service will indicate your acceptance of the revised agreement. Further, FirstOak Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the service. Your continued use of the service will indicate your acceptance of any such changes to the service.

3. **Limitations of Service.** When using the service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the services have 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 any time without prior notice to you.

4. **Eligible items.** You agree to photograph using FirstOak Bank mobile app and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to FirstOak Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Kansas. You agree that you will not use the service to photograph any deposits, checks, or other items as listed below:

- a. Checks or items payable to any person or entity other than you.
- b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, 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.
- d. Checks or items previously converted to a substitute check, as defined in Reg CC.
- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Reg CC.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks or items prohibited by FirstOak Bank's current procedures related to the service or which are otherwise not acceptable under the terms of your FirstOak Bank account.

5. **Image Quality.** The image of an item transmitted to FirstOak Bank using the service must be legible. The image quality of the item must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the service as “**For Remote Mobile Deposit Only FirstOak Bank**” or as otherwise instructed by FirstOak Bank. You agree to follow any and all other procedures and instructions for use of the service as FirstOak Bank may establish from time to time. If your check printer includes the similar wording and a check box, you may simply check the box and write “FistOak Bank” endorse.

7. **Receipt of Items.** We reserve the right to reject any item transmitted through the services, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from FirstOak Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

8. **Availability of Funds.** You agree that items transmitted using the service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. FirstOak Bank will hold the funds for up to seven business days from the date of deposit. In some instances, funds may be available sooner than seven business days based on such factors as credit worthiness, the length and extent of your relationship with FirstOak Bank, transaction and experience history, and such other factors as FirstOak Bank, in its sole discretion, deems relevant. Generally, if the funds from your deposit will be available later than the time shown above, FirstOak Bank will mail or deliver the notice as soon as practicable, but no later than the first business day following the day the facts become known to the depository bank, or the deposit is made, whichever is later.

9. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from FirstOak Bank that we have received and accepted the image of an item, you agree to safeguard the item and ensure that it is not represented for payment. You agree never to represent the item. Representation of an item will cause this service to be suspended and, at the bank's discretion, may not be enabled in the future. After the deposit item has been successfully posted to your account, you agree to prominently mark the item as 'Electronically Presented" or 'VOID" and to properly dispose of the item to ensure that it is not represented for payment. In addition, if requested by FirstOak Bank, you will promptly provide any retained items, or a sufficient copy of the front and back of the item, to FirstOak Bank to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for FirstOak Bank’s audit purposes.

10. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the service and to modify such limits from time to time.

11. **Hardware and Software.** In order to use the service, you must obtain and maintain, at your expense, a compatible mobile device as specified by FirstOak Bank from time to time. You must have the most current FirstOak Bank mobile app installed on your mobile device.

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

13. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in FirstOak Bank's sole discretion subject to the Depository Agreement and Disclosures governing your account.

14. **Ownership & License.** You agree that FirstOak Bank retains all ownership and proprietary rights in the service, associated content, technology, and website(s). Your use of the service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the service. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the service.

15. **Disclaimer of Warranties.** You agree your use of the service and all information and content (including that of third parties) is at your risk and is provided on an 'as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the service, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warrant that the service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

16. **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 resulting from the use or the inability to use the services 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 this service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if FirstOak Bank has been informed of the possibility thereof.

17. **User warranties and indemnification.** You warrant to FirstOak Bank that:

- a. You will transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to FirstOak Bank is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You agree to indemnify and hold harmless FirstOak Bank from any loss for breach of this warranty provision.

18. **Other terms.** You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Kansas and of the United States. A Determination that any provision of this agreement is unenforceable or invalid shall not render an other provision of this agreement unenforceable or invalid.

By agreeing to this document I certify the following.

- I am a mobile banking customer.
- My accounts are in good standing with the Bank and have a minimum history of good standing for sixty (60) days.
- I am 18 years of age and have the legal ability to enter into the Remote Deposit Agreement with the Bank.
- I agree to include “For Mobile Deposit Only FirstOak Bank” in the endorsement on checks I am depositing.

By agreeing to this document I acknowledge business purpose accounts are not afforded the same protections as a personal account.