

MOBILE DEPOSIT USER AGREEMENT

This Mobile Deposit user Agreement ("Agreement") contains the terms and conditions for the use of Citizens First Bank's Mobile Deposit Service("Mobile Deposit Service(s)" or "Service(s)") that Citizens First Bank ("Bank", "Us", "Our", or "We") may provide to You ("You," or "User"). Other agreements You have entered into with Citizens First Bank as applicable to your Citizens First Bank account(s), are incorporated by reference and made a part of this Agreement, including the Deposit Account Agreement and Disclosure, and Online Banking Agreement.

- 1. Services.** Citizens First Bank Mobile Deposit services ("Services") are designed to allow You to make deposits to Your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to Citizens First Bank or Our designated processor.
- 2. Acceptance of these Terms.** Your use of the Services constitutes Your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify You of any material change by providing a link to the revised Agreement within the Mobile Deposit Service. Your continued use of the Services will indicate Your consent to be bound by the revised Agreement. Further, Citizens First Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate Your acceptance of any such changes to the Services.
- 3. Limitations of Service.** When using the Services, You may experience technical or other difficulties. We will attempt to post alerts on Our Website to notify You of these interruptions in Service. 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 Services, in whole or in part, or Your use of the Services, in whole or in part, immediately and at any time without prior notice to You.
- 4. Hardware and Software.** In order to use the Services, You must obtain and maintain, at Your expense, compatible hardware and software as specified by the Bank. Contact the Bank for current specifications. The Bank is not responsible for any third party software You may need to use the Services. Any such software is accepted by You as is and is subject to the terms and conditions of the software agreement You enter into directly with the third party software provider at time of download and installation. You are responsible for obtaining, maintaining and securing access to the Internet for purposes of accessing the Services. The Bank is not responsible for, and the user hereby releases the Bank from any

and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using Internet-based and cellular phone services.

5. **Internet Disclaimer.** The Bank does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from Bank's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt user's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Bank 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 cellular phone infrastructure or user's or Bank's ability or inability to connect to the Internet.
6. **Fees.** Citizens First Bank will not impose a fee per check deposited. The User is responsible for any return check fees, overdraft fees or other account- related fees as disclosed in their Deposit Account Agreement and Disclosure and the Truth in Savings disclosure associated with their account(s). The User is responsible for the costs of any communication lines and any data processing charges payable to third parties. Texting and data rates may apply and users should check with their provider for such charges.
7. **Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Bank is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that You will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration 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 is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the Bank's current procedures relating to the services or which are otherwise not acceptable under the terms of Your account.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at Citizens First Bank or any other financial institution.

- 8. Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as “CFB Mobile Deposit + Deposit Date + Your Signature” or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time.
- 9. Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at Our discretion, without liability to You. 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 the Bank that We have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to Your account. We further reserve the right to charge back to Your account at any time, any item that We subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees You may incur as a result of Our chargeback of an ineligible item.
- 10. Availability of Funds.** All deposits made via the Service are subject to the Bank’s Funds Availability disclosure provided at account opening and also available on the bank’s website and within the CFB Mobile Deposit app.
- 11. Retention and Disposal of Transmitted Items.** You agree to retain checks submitted via the Service for a Retention Period of seven (7) calendar days from the date of the mobile deposit submission. During the Retention Period, You shall ensure that: (a) your deposit has successfully posted to your account on the next business day and if your deposit has not posted to your account you shall promptly notify the bank, (b) only an account holder has access to original Checks, (c) the information contained on such Checks shall be stored securely, (d) such Checks will not be duplicated or submitted more than one time (unless original submission was unsuccessful and resubmission has been approved by the Bank) and (e) such Checks will not be deposited or negotiated in any form. You shall use commercially reasonable methods of destruction approved by the Bank to destroy original Check(s) after expiration of the seven (7) day Retention Period.
- 12. Deposit Limits.** We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time. 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.
- 13. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in the Bank’s sole discretion subject to the agreements governing Your account.
- 14. Errors.** You agree to notify the Bank of any suspected errors regarding items deposited through the Service immediately, and in no event later than 30 days after the applicable account statement is sent. Unless You notify the Bank within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and You are prohibited from bringing a claim against the Bank for such alleged error.

15. Errors in Transmission. By using the Services You accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to You or others for any such intercepted or misdirected items or information disclosed through such errors.

16. Image Quality. The image of an item transmitted to the Bank using the Services must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

17. User Warranties and Indemnification. You warrant to the Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information You provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

18. Cooperation with Investigations. You agree to cooperate with Us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in Your possession and Your records relating to such items and transmissions.

19. Termination. We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by Us. Without limiting the foregoing, this Agreement may be terminated if You breach any term of this Agreement, if You use the Services for any unauthorized or illegal purposes or You use the Services in a manner inconsistent with the terms of Your account agreement or any other agreement with Us.

20. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect Our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

21. Ownership & License. You agree that Citizens First Bank retains all ownership and proprietary rights in the Services, associated content, technology, and Website(s). Your use of the Services 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 Services. Without limiting the restriction of the

foregoing, You may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Citizens First Bank's business interest, or (iii) to Citizens First Bank's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. 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 Services.

22. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES 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 SERVICES, 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 THE SERVICES (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.

23. 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CITIZENS FIRST BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.