

Mobile Capture Addendum to Online Banking Agreement

Service: Mobile Capture allows customer to make deposits into eligible accounts by converting and depositing high quality check images using the Farmers Bank mobile app installed on the customer's device. The customer must be an authorized owner or signer of a Farmers Bank account that is eligible for Mobile Capture, and approved by us.

Mobile Capture Service is provided to bank customers at the sole discretion of Farmers Bank, and therefore, may not be available to all customers. We reserve the right to modify or terminate any and all features of Mobile Capture. The customer's continued usage of the services constitutes acceptance to these terms and any changes. The Farmers Bank app may experience changes and issues from time to time; which could result in interruptions in service, errors, or service delays. The Bank will have no liability for any such interruptions.

Eligible Checks/Items: You agree to scan and deposit only eligible checks/items ("items") via Mobile Capture. Acceptance of all items is at the sole discretion of Farmers Bank. By using the Mobile Capture Service, you authorize us to convert and deposit any check image that has been uploaded.

You agree not to scan or deposit any of the ineligible items listed below:

- Items made payable to a person/entity other than you, or you and another party;
- Items made payable to any person or entity that does not own the account the check is being deposited into;
- Items made payable jointly, unless both payees are account owners or signers;
- Items that have been altered in any way on the front of the check/item, or of which you should know or suspect to be unauthorized or fraudulent in any fashion;
- Items drawn on a financial institution outside of the United States;
- Items already submitted through this service or via a remote deposit channel at this or any other financial institution;
- Items already deposited at this institution or any other financial institution;
- Checks made payable in any currency other than US Dollars;
- Items dated more than 6 months prior to deposit date;
- Items on which a stop payment order has been issued;
- Items for which there are insufficient funds;
- Checks with any endorsement other than what is specified under this Addendum;
- Money Orders;
- Foreign Checks;
- Traveler's Checks;
- Insurance Drafts;
- Credit Card Cash Advance Checks;
- Substitute Checks;
- Savings Bonds;
- Government Bonds
- E-checks

Nothing in this addendum should be perceived as requiring Farmers Bank to accept any item for deposit, even if we have accepted said item on any previous occasion. Neither shall we be required to identify or reject any items you may scan and deposit that fail to meet the requirements of this addendum.

Receipt of Items: We reserve the right to reject any check/item transmitted using Mobile Capture at our discretion, without liability to you. We will not be held responsible for check/item images that we do not receive or that are lost or damaged in transmission. Any submission not showing a status of accepted cannot be considered a successful deposit.

Availability of Funds: You agree that all items transmitted using the Mobile Capture Service are not subject to the Funds Availability requirements of Federal Reserve Board Regulation CC. You also agree that these items are not subject to the dispute resolution process or requirements of the Electronic Funds

Transfer Act or Regulation E. You accept and understand that all items submitted before the cut-off time will not be available until the following business day and that any items submitted after the cut-off time will not be considered submitted until the following business day. **The cut-off time for received Mobile Deposits is 5:00 PM MST. However, it is recommended that customers submit their deposits prior to 4:30 PM MST to ensure reception and approval by the Bank prior to the 5:00 PM cutoff time.** It is important to note that submission time is not the same as reception time.

Disposal of Transmitted Items: Upon item approval, you agree to retain the check for at least 90 days. After 90 days you agree to securely destroy the check by shredding the item, marking it "VOID", or by some other means of rendering it unusable. During the above stated retention period, you agree to provide it to us promptly if requested.

Deposit Limits: We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that are transmitted using the Mobile Capture Service. We also reserve the right to modify these limits from time to time as we see fit. If a deposit is attempted in excess of these limits, we may choose to reject the deposit. If we permit a deposit in excess of these limits, such a deposit will be subject to the terms of this addendum, and we will not be obligated to allow such a deposit at other times, unless otherwise determined by Farmers Bank.

Image Quality: You are responsible for the image quality of any item you transmit. The image of an item transmitted to Farmers Bank using the service must be legible. The image quality of the item must adhere to the standards of any clearing house we use, agreement we have with respect to the processing of items, or any higher standard set by us. You agree that Farmers Bank will not be held liable for any damages resulting from an item's poor image quality, including (but not limited to) those related to rejection or the delayed or improper crediting of such an item, or from any inaccurate information you supply regarding the item.

Endorsements/Procedures: Before using the service, you agree to endorse any items submitted using the Mobile Capture Service by having the payee of the check sign in the endorsement area on the back of the check/item. **It is strongly recommended by us that you also endorse any and all items as "For Mobile Deposit Only"**. You agree to follow any and all other procedures and instructions for use of the service as we may establish from time to time. You agree to supply any information in your possession that we request regarding an item deposited or attempted to be deposited through the service.

Changes to the Service: We reserve the right to terminate, modify, add or remove features from the service at any time at the sole discretion of the Bank. You may reject any changes made by choosing to discontinue use of the Mobile Capture Service or use of the mobile app entirely. Continued use of the service will constitute your agreement and acceptance of any such changes to the service.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS