

Mobile Deposit Service User Agreement

This Western Nebraska Bank Mobile Deposit Service User Agreement (the "Agreement") is entered into by Western Nebraska Bank (the "Bank") and you, the Customer. The Agreement governs your use of the Mobile Deposit Service (the "Service"). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully and keep it for future reference. In addition to this Agreement, your Account is also governed by our Signature Card/ Deposit Agreement, Electronic Banking Terms and Conditions Agreement and Disclosures, including but not limited to the section entitled "Funds Availability Policy." (Together referred to as "the Deposit Agreement"). If the terms and conditions of this Agreement conflict with those of the above-mentioned agreements, the terms and conditions of this Agreement supersede the terms and conditions of the Deposit Agreement, only with respect to the deposits made through the Service. Deposits made through other channels continue to be governed by the Deposit Agreement.

DEFINITIONS

1. "You" and "your" means: (i) a person who has applied for the Mobile Deposit Service for personal use, or (ii) a small business entity (or its authorized representative, as applicable) that has applied for the Service for business use by that authorized representative.
2. "Bank," "we," "us" and "our" mean Western Nebraska Bank and its successors or assigns.
3. "Account" means your deposit account with us to which you are authorized to make a deposit using a Capture Device.
4. "Capture Device" means any device acceptable to us as we determine at any given time that provides for the capture of images from Items and for transmission through the clearing process.
5. "Check 21" means the Check Clearing for the 21st Century Act, as amended.
6. "End User License Agreement" means the agreement as set forth in Schedule A hereto governing the use of the application software you must download to your Capture Device in order to use the Service.
7. "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.
8. "Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21.
9. "Item" is an original: check, cashier's check, official check, United States Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in United States currency that is payable to you. Items are deemed to be "items" under the Uniform Commercial Code and "checks" under Regulation CC.
10. "User Guide" means the application download instructions, device instructions and FAQs we provide to you on our Internet site from time to time, in addition to any help content contained within the software application that is downloaded to your Capture Device.

TERMS

1. **Mobile Deposit Service.** Pursuant to the terms of this Agreement, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Capture Device, and transmitting that Image to us for deposit. You may transmit Images to us only from a Capture Device located in the United States.
2. **Hardware and Software Requirements.** You agree to transmit an Image to us using only a Capture Device as we may have expressly authorized for your use to transmit Images. We may reject Images that you transmit to us with an unapproved Capture Device or by other means to which we have not given our consent.

Any Capture Device that you use to transmit Images to us pursuant to this Agreement must be approved by us. We may change the list of approved Capture Devices from time to time. You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Capture Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time.

You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to telephone and internet service charges. You are responsible for maintaining the system's capacity and connectivity required for use of the Service. We reserve the right to change the hardware and software minimum requirements at any time and for any reason without any notice to you.

3. **Image Quality.** You are responsible for the image quality of any Image that you transmit. If an Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the Image without prior notice to you. Each Image must include the front and back of the item, and the following information must be clearly readable: amount, payee name, drawer

signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, an endorsement, "For Mobile Deposit Only", and/or other information written on the check.

4. **Processing Images.** You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other bank to which an Image is sent to handle the Image or IRD. We reserve the right to reject and to refuse to process any Image you send to us for any reason or no reason, without prior notice to you. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website 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.
5. **Limits.** We 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.
6. **Deposit of Other Items; Deposits when Service Not Available.** You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason we are not able to recognize as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a branch, ATM, or bank by mail. You further agree to use such other channels when the Service may not be available.
7. **Returned Items.** You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.
8. **Handling of Transmitted Items.** You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you. For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentation of the Item by any other means. You agree to retain the Item for a minimum of five (5) calendar days from the date of the Image transmission, and thereafter to destroy each Item of which you have transmitted an Image after fourteen (14) days.
9. **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 in your possession and your records relating to Items and transmissions.
10. **Payment Processing.**
 - a. **Item Processing.** At our sole discretion, we may process the Images you send to us electronically through other banks, or we may create Image Replacement Documents that will be processed through traditional check processing methods. If you send us Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your account. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.
 - b. **Transmission of Items.** The Images you send us are not considered received by us until you receive a message from us acknowledging that we have accepted your deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free. As stated in Section 4 of this Agreement, we may refuse to process any Image you send to us for any reason or no reason whatsoever with no liability to you for our decision.
 - c. **Funds Availability.** If you make a deposit via Mobile Deposit before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit via Mobile Deposit after 3:00 p.m. or on a day that we are not open, we will consider that the deposit was made on the next business day that we are open. Funds deposited through Mobile Deposit will be available the business day after the deposit was made. Funds from Items deposited through the Service will be made available to you pursuant to our Funds Availability Policy. See the section entitled "Funds Availability Policy" in your Deposit Agreement.
11. **Fees.** Western Nebraska Bank offers mobile deposits 1-10 free and 11+ are \$.50 per transaction per month. All other fees associated with your accounts apply. Message and data rates may apply. Check with your specific mobile phone service provider for more information on fees.

12. You are responsible for paying the fees for use of the Service as the Bank may charge them from time to time. The Bank may change the fees for use of the Service at any time pursuant to the section titled "Amendment" below. You authorize the Bank to deduct any such fees from any account in your name.
Use of the service after notice of the fee change shall be deemed to be acceptance on your part of the new terms.
13. **Representations and Warranties.** You make the following representations and warranties to us:
- a. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
 - b. You will use the Service to transmit and deposit Images of Items only.
 - c. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
 - d. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
 - e. Items have not been altered.
 - f. Each Item bears all required and authorized endorsements.
 - g. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of Nebraska, in addition to any other warranties made by us to any third party under any applicable law.
 - h. All Images accurately and legibly represent all of the information on the front and back of the Item.
 - i. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn on your own account, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, or (vi) that is created by you purportedly on behalf of the maker, such as a remotely created check.
 - j. No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
 - k. You will use the Service as required by the User Guide.
 - l. Your understanding that acceptance of the End User License Agreement is required for use of the Service.
 - m. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.
14. **Indemnification and Limitations on Liability.** In addition to the indemnifications and limitations on liability contained in the Mobile Banking Terms and Conditions and any other Disclosures made by us to you, you hereby indemnify and hold us harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with the terms of this Agreement or by your breach of any representation or warranty contained herein.

WESTERN NEBRASKA BANK SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WESTERN NEBRASKA BANK SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY WESTERN NEBRASKA BANK ON AN "AS IS" BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WESTERN NEBRASKA BANK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. **Intellectual Property.** This Agreement does not transfer to you any ownership or proprietary rights in the Service, the Capture Device or any associated software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service, Capture Device and any associated software. Neither you nor any user you authorize will:
- a. sell, lease, distribute, license or sublicense the Service;
 - b. modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the

Service or any part of it in any way for any reason;

c. provide, disclose, divulge or make available to or permit use of the Service by any third party;

d. copy or reproduce all or any part of the Service; or

e. interfere, or attempt to interfere, with the Service in any way.

16. **Termination.** If Customer wants to terminate his or her access to the Service, he or she may call Western Nebraska Bank at 308-834-3211 or under the "Options" tab in their personal online banking settings. Western Nebraska Bank reserves the right to terminate or suspend the Service, at any time with or without cause and without prior written notice. Notwithstanding termination, any Image transmitted through the Service shall be subject to this Agreement.
17. **Amendment.** From time to time the Financial Institution may amend any of the terms and conditions contained in the Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice (unless such notice is specifically waived) by the Customer or such later date as may be stated in the Financial Institution's notice to the Customer. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, that shall be deemed your acceptance of and agreement, its terms, and to the change.
18. **Governing Law.** This Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to federal law and the law of the State of Nebraska. If state and federal law are inconsistent, or if the state law is preempted by the federal law, federal law governs.
19. **Miscellaneous.** We may waive enforcement of any provision of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
20. **Entire Agreement.** This agreement, your Signature Card/Deposit Agreement, initial account disclosures, The Mobile Banking Terms and Conditions, any disclosures that modify this agreement, the Fiserv terms and conditions, Western Nebraska Bank's Funds Availability Policy and the End User License Agreement shall be considered the entire agreement between the parties. No other terms, promises or warranties have been made or suggested. Use of the service shall be an acceptance of all of the relevant terms on your part. In no event shall Western Nebraska Bank's marketing materials, user's guide, website, other correspondence with you or discussions with you modify this agreement unless such modification is in the form of a disclosure and such modification clearly states it is meant to change the material terms of this agreement.

Contacting Western Nebraska Bank

To notify Western Nebraska Bank call us at 308-834-3211 during regular business hours Monday through Friday 8:00 AM - 4:00 PM CST. You can also write us at the following address: P.O. Box 10, Purdum, NE 69157.