

SBN ONLINE AND MOBILE BANKING TERMS AND CONDITIONS DISCLOSURE

These State Bank of Nauvoo (SBN) Online Banking Terms and Conditions ("Terms and Conditions") set forth the terms and conditions that will apply to you as a user of SBN Online and Mobile Banking. By use of SBN Online and Mobile Banking, you accept all the terms and conditions contained herein.

Definitions.

As used in these Terms and Conditions, the words "we," "our," "us" and "BANK" mean SBN. "You" and "your" refer to the person authorized by us to use the SYSTEM for personal and for business purposes. It also includes the designated Business Administrator(s) and anyone else authorized by you or the Business Administrator to use the SYSTEM to perform transactions involving your funds. "Internal Account" means the account or accounts that you maintain with us. "External Account" means the account or accounts that you maintain with another financial institution. "Electronic fund transfers" means ATM withdrawals, preauthorized transactions, point-of-sale transactions and transfers to and from your Internal or External Accounts using the SYSTEM. "SYSTEM or SYSTEMs" means the SYSTEM provided to you by the terms of these Term and Conditions. "Business days" generally means any calendar day other than Saturday, Sunday or federal holidays or any other day on which the Bank is not closed. "Person" shall mean an individual, a corporation, a limited liability company, a business trust, a partnership, an association or other commercial entity. "Retail User" means anyone who engages in the provision of services as an individual consumer on personal, family or household purpose accounts. "Business User" means anyone who engages in the provision of services as a business entity or on business purpose accounts.

Mobile Banking. Mobile Banking is defined as the SBN Online Banking Service available through the Mobile Web browser and Mobile Apps.

Mobile Apps. Mobile Apps is defined as the native SBN software application available for download through which Mobile Banking services may be accessed.

Mobile Deposit. The bank's service that allows a check or other item to be deposited via a mobile device with software that captures and transmits an image of the item to the bank.

Short Message Service (SMS) "text messaging" or "texting". Text messaging or texting is the act of typing and sending a brief, electronic message over a cellular telephone network through which account information may be obtained.

Retail Users

Content in this section applies solely to Retail Users.

Access.

To use the SYSTEM, you must have: (a) at least one demand deposit, saving, time or loan account with us, (b) access to the Internet, and (c) an email address. To enroll to online banking, you may either self-enroll or call our customer service line. Through the self-enrollment process, you will be prompted to create a new password after you have successfully completed the verification process. If you choose to enroll with the assistance of a customer service representative, they will provide you with a temporary password. We do not monitor transactions through the SYSTEM to determine that they are made for you or on your behalf, and we are authorized to process any transactions sent to us by anyone who logs into the SYSTEM with your password. If your password is stolen or lost, you should call us AT ONCE to reset your password to prevent unauthorized access to your accounts.

Your Password.

For retail users, in the event you are provided a temporary password, you will be required to change it prior to accessing the SYSTEM. You determine what password you will use, and your password is not communicated to us. You agree that we are authorized to act on any instructions received under your password. You are responsible for the confidentiality and security of your password and agree to change your password regularly. For purposes of security, we recommend that you create a password that utilizes numbers, uppercase letters, and lowercase letters. Your password should not be well-known or predictable phrases or be associated with any commonly known personal identification, such as Social Security number, address, date of birth or names of any children or spouse. Your password should be memorized rather than written down. After three unsuccessful attempts to use your password, your access to the SYSTEM will be revoked. To reestablish your authorization to use the SYSTEM, you may use the "forgot password" option. You may also contact our customer support for assistance. While this may be inconvenient, it is done as a security precaution. Notify us AT ONCE if you have lost your password or if you think someone else may have it, so we can take appropriate action.

External Account Transfer Service (When Available)

The External Account Transfer Service will enable you to transfer funds between your accounts that are maintained with SBN and your accounts that are maintained by other financial institutions:

- By fulfilling the micro deposit duties (i.e., verifying test deposits to your external accounts) you represent and warrant that you are either the sole owner or a joint owner of the Internal Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Internal Account and the External Account.

- If you are a joint owner of the Internal Account, External Account, or both, then you represent and warrant that you have been authorized by all of the other joint owners to operate such accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such accounts or to even withdraw all funds from such accounts); and we may act on your instructions regarding such accounts without liability to such other joint owners.
- Further, you represent and warrant that the External Account is located within the United States.

When we receive a Transfer Instruction from you, you authorize us to:

- Debit the designated Internal Account and transfer funds on your behalf TO the designated External Account.
- Credit the designated Internal Account and transfer funds on your behalf FROM the designated External Account.
- Assess transfer fees described in the then current Pricing Schedule.
- Reverse a transfer from the applicable Internal or External Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

We will use reasonable efforts to make all your external transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Internal Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of an established line of credit, or if the account has been closed or is not in good standing;
- If the Service, your equipment, or our equipment is not working properly and the malfunction should have been apparent to you when you attempted to conduct the transaction or you know or have been advised by us about the malfunction before you execute the transaction;
- If you have not provided us with the complete, correct, or current information, including, but not limited to, the correct Internal Account or External Account information or other identifying information so we can properly credit your account or otherwise complete the transaction, or if you do not properly follow our instructions, or if you provide us with wrong or inaccurate information, or fail to correct or tell us about any inaccuracy of which you are aware;
- If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due;
- If the funds in the account from which a payment or transfer is to be made is subject to legal process or other claims that may restrict the transaction;
- If we have reason to believe that the transaction requested is unauthorized; and/or
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

Fees and Charges.

You agree to pay such fees and charges for your use of the SYSTEM set forth on your Enrollment Form, in addition to any other fees or other charges applicable to the SYSTEMs accessed through the SYSTEM. All such fees and charges will be deducted from the demand deposit account designated as the "Primary Demand Deposit Account" on your Enrollment Form at the end of your statement cycle without further notice to you. If you close the account designated as your Primary Demand Deposit Account, you must contact us immediately to designate another account as your Primary Demand Deposit Account. You are also responsible for all access charges you incur for Internet SYSTEMs in connection with your use of this SYSTEM.

Business Users

Content in this section applies solely to Business Users.

Your Responsibilities.

You are solely responsible for the timeliness, accuracy and completeness of any instruction and information entered by you, your designated user(s) in connection with any SYSTEM transaction. You understand and accept that any users you designate will automatically inherit all entitlements and access to all accounts and features selected to be made available to the Business online profile. You also understand and accept that new business accounts opened under the Primary Business Entity with an appropriate relationship will be automatically made available in the Online Profile to any user you have designated as an Administrator. It is the Administrator's responsibility to delegate any necessary access to those accounts to other Business Users. You are also solely responsible for specifying those accounts and functions to which each designated user shall have access on the SYSTEM and for monitoring all designated users' use of those SYSTEMs. The Bank shall have no responsibility for maintaining any records regarding the SYSTEMs to which each user has access. You agree to develop adequate internal procedures to prevent the disclosure of the User ID(s) and password(s) to other persons and the unauthorized use of SYSTEMs. The Bank will have no knowledge of the password(s) established by each designated user during his/her use of the SYSTEM and will have no responsibility for ensuring compliance with the procedures you develop for protecting the confidentiality of such passwords. You accept all liability and responsibility for the actions of any user designated access.

You understand and agree that you are solely responsible for the risks associated with the controls and use of all User ID(s) and password(s) and the unauthorized use of SYSTEMs and that we are fully protected in performing any and all transactions entered under valid User ID(s) and password(s), whether or not the person actually entering such transactions is authorized by you to perform such transactions. You agree to notify us immediately, and no later than two (2)

days, in the event you believe that the security of any User ID(s) or password(s) has been compromised or that unauthorized transactions have occurred.

You further understand and agree that, notwithstanding any instructions or agreements that require two or more signatures to access your account, any one designated user will have access to that account through the SYSTEM.

Fees and Charges.

You agree to pay such fees and charges for your use of the SYSTEM set forth on your Enrollment Form, in addition to any other fees or other charges applicable to the SYSTEMs accessed through the SYSTEM. All such fees and charges will be deducted from the demand deposit account designated as the "Primary Demand Deposit Account" on your Enrollment Form at the end of your statement cycle without further notice to you. If you close the account designated as your Primary Demand Deposit Account, you must contact us immediately to designate another account as your Primary Demand Deposit Account. You are also responsible for all access charges you incur for Internet SYSTEMs in connection with your use of this SYSTEM.

date more than ten (10) calendar days after the business day such file is received by the Bank.

Business Use.

You understand and agree that all accounts subject to transactions through the SYSTEM have been established in a business name and that except for the account inquiry feature, the SYSTEM may be used only for business purposes. Transactions through the SYSTEM are not governed by Regulation E of the Board of Governors of the Federal Reserve System. You expressly represent and warrant to us that none of the accounts that are or will be subject to transactions pursuant to these Terms and Conditions, other than the account inquiry feature, have been established, or are being or will be used, for personal, family or household purposes.

General Terms

Content in this section applies to both retail and business users.

Equipment.

In order to utilize the SYSTEM, you must have the appropriate personal computer, related equipment, software and connectivity (collectively, the "Equipment"). You understand and agree that it is your sole responsibility to obtain, install, operate and maintain the Equipment in accordance with the instructions of the manufacturer and to obtain the necessary software and connectivity, such as telephone lines or cable access.

An iPhone or an Android device is required in order to download the native applications available in the Apple App Store and Google Play Store. Mobile Banking software may not be compatible with every Mobile Device. SBN does not represent or warrant the performance or operation of any Mobile Device.

Hours of Access.

You can use the SYSTEM seven (7) days a week, twenty-four (24) hours a day. At times, some or all SYSTEMs may not be available due to an emergency or scheduled SYSTEM maintenance. We may post a notice of any extended periods of non-availability on the SYSTEM website.

Security.

In order to prevent misuse of your accounts through the SYSTEM, you agree to promptly examine your statement for each of your accounts as soon as you receive the statement(s). You agree to protect the confidentiality of your account and account number and your personal identification information, such as your driver's license number and Social Security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login identification are intended to provide security against unauthorized entry and access to your accounts. Data transferred through the SYSTEM is encrypted to provide transmission security, and the SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Any person having access to your Login Credentials will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding this information. Providing this to another person effectively constitutes a grant of authority to access or make transactions on your Accounts.** Even though we make reasonable efforts to ensure that the SYSTEM is secure, you acknowledge that the Internet is not totally secure and it is possible that all data transfers, including electronic mail, can be monitored and read by others. We cannot and do not warrant that all transactions utilizing the SYSTEM, or email transmitted to and from us, will not be monitored or read by others. By using the SYSTEM, you agree to accept this risk.

You hereby consent to the level of security outlined in these Terms and Conditions and acknowledge that the Bank is unable to guarantee the security of the information sent or displayed via the SYSTEM. You also agree that the Bank is not responsible for any breach of security of the SYSTEM caused by you or a designated user's failure to maintain confidentiality of identification data. The Bank reserves the right to restrict or revoke your access to the SYSTEM if the Bank believes that these Terms and Conditions have been violated. Account information includes, but is not limited to, the balance information; the status and description of any or all items, debits, credits or charges related to any one or more of the accounts; the account history (statements, reconciliation, importing and exporting data); and all other information about the activity associated with any one or more of the account(s).

Account Transfers.

(a) Our business days are Monday through Friday, excluding Holidays. Internal Account Transfers initiated through the SYSTEM no later than 3:00 p.m. (CST/CDT) on a business day (the "Cut-Off Time") are posted to your account the same business day. Internal Account Transfers initiated through the SYSTEM after 3:00 p.m. (CT) on a business day or initiated on a day other than a business day, will be processed on the next business day. Advances from a line of credit submitted after 3:00 p.m. (CST/CDT) will be processed on the next business day. (b) External Account Transfers (when available) initiated through the SYSTEM no later than 3:00p.m. (CT) on a business day (the "Cut-Off Time") will be initiated the same business day. External Account Transfers (when available) initiated through the SYSTEM after 3:00 p.m. (CT) on a business day or initiated on a day other than a business day, will be processed on the next business day. (c) The SYSTEM identifies transfers based upon the User ID(s) of the user who made the electronic transfer. The Account Activity section will reflect transfers performed by other joint account holders or designated users with separate User ID(s). You are responsible for communicating with any other persons with authorized access to your accounts concerning any transfers or bill payments they may have made from your accounts in order to avoid overdrafts and lack of complete information. The Cut-Off Time for transfers initiated through the SYSTEM may be changed from time to time by the Bank at its sole discretion, for example, but not limited to, in case of a federal holiday or an emergency.

Mobile Banking Service.

Mobile Banking is a service that allows you to access account information using compatible and supported wireless devices through two delivery channels: Mobile-enabled Internet browser and Mobile applications (apps). When you use SBN's Mobile Banking service, your cellular/mobile/internet service provider(s) may impose data usage or per message charges. Contact your mobile device service provider for details.

System Requirements for Mobile Banking Service.

Responsibility.

You are responsible for providing your own device to access the SBN Online Banking Service, including Mobile Banking. The device that you use may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your device is at your own risk. We do not guarantee functionality of Mobile Banking on all wireless devices. Neither we, nor our vendors can anticipate all technical or other difficulties related to the software. These difficulties may result in a loss of data or personal settings and preferences, dropped connections, disabled features and/or other interruptions. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. Should this happen, be sure to verify the status of any attempted transactions.

Mobile Deposit Service.

General Terms of Mobile Deposit Service. The Mobile Deposit service is designed to allow you to make deposits to your accounts using your approved mobile device by scanning checks and delivering the images and associated deposit information to SBN's designated processor. In order to use the Mobile Deposit service, you must obtain and maintain, at your expense, compatible hardware and software as specified by SBN. SBN is not responsible for any third-party software you may need for Mobile Deposit Services. Any such software is accepted by you as is and subject to the terms and conditions of the software agreement you enter in directly with the third-party software provider at the time of download and installation.

Acceptance of Mobile Deposit Terms. Your use of the Mobile Deposit service constitutes your acceptance of these Terms and Conditions, which are subject to change from time to time and the continued use of the Mobile Deposit services will indicate your continued consent. Further, SBN reserves the right, in its sole discretion, to change, modify, add or remove portions from the Mobile Deposit service. Your continued use of the Mobile Deposit service will indicate your acceptance of any such changes to the Mobile Deposit service.

Limitations of Mobile Deposit Service. We cannot assume responsibility for any technical difficulties or any resulting damages that you may incur. Some of the Mobile Deposit services have qualification requirements, and we reserve the right to change, suspend, or discontinue the Mobile Deposit services, in whole or in part, or your use of services, in whole or part, immediately and at any time without prior notice to you.

Items Eligible for Mobile Deposit Service. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulations CC ("Reg CC"). You agree that the image of the check transmitted to SBN shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use the Mobile Deposit services to scan and deposit any checks or items as shown below which shall be considered ineligible items:

1. Checks or items payable to any person or entity other than you.
2. Checks or items containing an alteration to any of the fields on the front of the check 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.
3. Checks or items previously converted to a substitute check, as defined in Regulation CC.
4. Checks or items drawn on financial institution located outside the United States.
5. Checks that are remotely created checks, as defined in Regulation CC.
6. Checks not payable in United States currency.
7. Checks dated more than 6 months prior to the date of deposit.
8. Checks or items prohibited by SBN's current procedures relating to the Mobile Deposit services or which otherwise are not acceptable under the terms of your SBN account.
9. Checks payable on sight or payable through Drafts, as defined in Regulation CC.
10. Checks that have been previously submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution

Endorsements and Procedures for Mobile Deposit Service. SBN requires that you endorse any check or item transmitted through the Mobile Deposit services "For Mobile Deposit Only - SBN" along with a required signature.

Receipt of Mobile Deposit Items. We reserve the right to reject any item transmitted through the Mobile Deposit 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 the message "Your check has been deposited" following your deposit submission through the mobile app on your mobile device. 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 SBN is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

We may provide notifications to the mailing address, electronic mail address or telephone number of record. If your mailing address, electronic address or telephone number changes, you must promptly notify us of the new information. We may send communications to only one address and such notice will be binding and effective to all owners of the account.

Availability of Mobile Deposit Service Funds. You agree that Electronic Images submitted via Mobile Deposit services for your mobile device are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Mobile deposit funds generally will be available to you the first business day after we receive the deposit. Funds that are deposited using Mobile Deposit services will not be deemed "received" by us until we have received an

electronic image that meets all the requirements for deposits (including all requirements to create a substitute check) stated in this agreement and in any documentation. Generally, if you make your deposit via Mobile Deposit service by the cut-off time of 3:00 p.m. CST on a day that is a business day, we will consider such deposit made on that business day. If you make a deposit via Mobile Deposit service after the cut-off time or on a day that is not a business day, we will consider such deposit made on the next business day we are open.

Disposal of Transmitted Mobile Deposit Items. Once you have verified your mobile deposit has been properly credited to your account, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to SBN upon request.

Presentment of Mobile Deposit Items. The manner in which Mobile Deposit items are cleared, presented for payment, and collected shall be in SBN's sole discretion subject to the Depository Agreement and Disclosure governing your account.

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

Errors in Mobile Deposit Transmission. By using Mobile Deposit Services, you accept the risk that an item may be intercepted or misdirected during transmission. SBN bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Mobile Deposit Image Quality. The image of an item transmitted to SBN using the Mobile Deposit services must be legible as determined in the sole discretion of SBN. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by SBN, ANSI (The American National Standards Institute), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. If the image received from you for deposit to your account is not of sufficient quality, to satisfy our image quality standards, 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, and any endorsement or other information written on the check.

Mobile Deposit Image Processing. You authorize us to process any image that you send us or convert an image to an Image Replacement Document (IRD). 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 or to refuse to process any image you send to us for any reason or no reason, without any prior notice to you.

Mobile Deposit Service Fees. The Mobile Deposit service is provided at no charge to you. SBN may, upon at least 30 days prior notice to you, and to the extent permitted by applicable law, charge a fee for the use of the Mobile Deposit service. If you continue to use the Mobile Deposit service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time.

Mobile Deposit Limits. SBN reserves the right to impose limits on the amount(s) and/or number of Mobile Deposits. Nothing in these Terms and Conditions should be construed as requiring SBN to accept any check or item for deposit, even if SBN has accepted that type of check or item previously. Nor shall SBN be required to identify or reject any checks that you may submit through Mobile Deposits that fail to meet the requirements of these Terms and Conditions.

1. Daily Per Check Limit for retail users = \$1,000
2. Daily Aggregate Dollar Limit for retail users = \$3,000

The Bank reserves the right to modify such limits at any time.

Mobile Deposit of Other Items; Deposits when Service is Not Available. You agree 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, or bank by mail. You further agree to use such other channels when the Service may not be available.

Mobile Deposit 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 we return to you will be returned in the form of an image or an IRD.

Mobile Deposit – 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 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 presentment 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) calendar days.

Cooperation with Mobile Deposit Investigations. You agree to cooperate with SBN 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 Mobile Deposit services in your possession and your records relating to such items and transmissions.

Payment Processing.

1. **Item Processing.** At our sole discretion, we may process the images you send to us electronically through other bank, or we may create Image Replacement Documents (IRDs) 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 to 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.
2. **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 previously in this agreement, we may refuse to process any image you send to us for any reason or no reason.
3. **Notices.** You consent to the electronic delivery of hold and error in deposit notices. Notices may be sent to your email address.

Mobile Deposit Services Ownership & License. You agree that SBN retains all ownership and proprietary rights in the Mobile Deposit service, associated content, technology and website. Your use of the Mobile Deposit Services is subject and conditioned upon your complete compliance with these Terms and Conditions. Without limiting the effect of the foregoing, any breach of these Terms and Conditions immediately terminates your right to use the Mobile Deposit Services. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to SBN's business interest, or (iii) to SBN's actual or potential economic disadvantage in any aspect. You may use the Mobile Deposit services only for business or personal use in accordance with this agreement. You may not copy, reproduce, distribute or create derivative works from the contact and agree not to reverse engineer or reverse compile any of the technology that is used to provide the services.

Disclaimer of Warranties. TO THE EXTENT PROVIDED BY LAW, SBN BANK MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SBN DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). The user or company further acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with

using open networks such as the Internet and/or telecommunication lines or circuits. The user or company hereby assumes all risks relating to the foregoing.

Limitation of Liability. SBN's liability shall be limited to direct damages sustained by User and Company and only to the extent such damages are a direct result on SBN's gross negligence or willful misconduct; provided that the maximum aggregate liability of SBN resulting from any such claims shall not exceed the total fees paid by the User or Company for the service resulting in such liability in the six (6) month period preceding the date the claim accrued. In no event shall SBN be liable for special, incidental, punitive or consequential loss or damage of any kind including lost profits whether or not SBN has been advised of the possibility of such loss or damage. SBN shall not be liable for failure to perform any obligation under this agreement if such performance would put SBN in breach of any law, regulation or requirement of governmental authority. SBN's licensors or suppliers will not be subject to any liability to User or Company in connection with any matter.

Force Majeure. SBN shall not be responsible for liability, loss, or damage of any kind resulting from delay or non-performance under these Terms and Conditions due to causes beyond SBN's reasonable control.

Mobile Deposit User Warranties and Indemnification. You warrant to SBN that:

1. You will only transmit eligible items.
2. Images will meet the image quality standards.
3. You will not transmit duplicate items.
4. You will not deposit or represent the original item.
5. All information you provide to SBN Bank is accurate and true.
6. You will comply with this agreement and all applicable rules, laws and regulations.
7. You agree to indemnify and hold harmless SBN Bank from any loss of breach of this warranty provision.

Security. You agree to take every precaution to ensure the safety, security and integrity of your account(s) and transaction(s) when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each session. If your Mobile Device is lost, stolen or used without your authorization, you agree to make the appropriate or necessary changes to disable the use of the Device. You understand that there are risks associated with using a mobile device, and that in the event of theft, loss or unauthorized use, your confidential information could be compromised. You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking.

Confidentiality.

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or

- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission; or
- As explained in the separate Privacy Disclosure.

Periodic Statements.

You will not receive a separate SYSTEM statement. Transfers to and from your Internal Accounts using the SYSTEM will appear on the respective periodic statement(s) for those accounts.

Change in Terms.

We may change any of these Terms and Conditions at any time. If the change would result in increased fees for any SYSTEMs, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer SYSTEM. We will post any required notice of the change in terms on the SYSTEM website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer SYSTEM, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any or all of the SYSTEMs indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

Our Responsibilities and Limitation of Liability.

We shall use our best efforts to provide you with access to the SYSTEM in accordance with the provisions of these Terms and Conditions. However, we shall not be liable to you for any damages whatsoever arising in connection with a failure of the communications network, the Equipment, the software or the SYSTEM, or in connection with events beyond our control.

Because the SYSTEM utilizes information contained in our databases that may not necessarily reflect all current transactions, we shall not be liable to you for any damages whatsoever arising in connection with the accuracy or completeness of information supplied through the SYSTEM regarding your accounts. Subject to the foregoing exclusions, our sole liability for damages to you for any cause whatsoever and regardless of the form of action shall be limited to direct damages sustained by you, but only those direct damages due to our sole negligence or willful misconduct. In cases of our sole negligence, the amount of damages that are recoverable are limited to the greater of (a) \$1,000 or (b) the amount of the average monthly fees and charges paid by you for the SYSTEM for the six months immediately preceding the event(s) giving rise to your claim. In no event shall we be liable for any special, indirect, incidental (except as may be required pursuant to Uniform Commercial Code Section 4-A-305), consequential or punitive

damages under any circumstances, even if we are advised of the possibility of any such damages and even if our conduct is considered to be gross negligence or intentional misconduct.

In Case of Errors or Questions About Your Electronic Internal and External Transfers, Including Bill Payments.

Contact us as soon as possible if you think your statement is wrong, or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. All of our contact information is included in the Communications Between Us and You section below.

When you contact us:

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you contact us by telephone or by email, we may require that you send us your complaint or question in writing on paper by postal mail or fax within ten (10) business days.

We will communicate to you the results of our investigation within ten (10) business days (twenty [20] business days if the transfer involved a new account) after you contact us, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety [90] days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing on paper and we do not receive it within ten (10) business days, we may not credit your account. An account is considered a new account for thirty (30) days after the first deposit is made, if you are a new customer.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Our Liability for Failure to Make an Internal or External Transfer.

If we do not complete a transfer to or from your account, on time or in the correct amount, according to these Terms and Conditions with you, we will be liable for your losses or damages caused as a result, however, in no event shall the liability of the BANK and its affiliates exceed the amounts paid by you for the services provided to you through the SYSTEM. There are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If transfer is refused as defined below in the paragraph labeled Transfer Refusal.

- If the transfer would cause your balance to go over the credit limit of an established line of credit.
- If the terminal or the SYSTEM was not working properly, and you knew about the problem when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in these Terms and Conditions.

Transfer Refusal.

We reserve the right to refuse any Internal or External transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this agreement.

Your Liability for Unauthorized Transfers.

CONTACT US AT ONCE if you believe your User ID or password has been lost, stolen, used without your authorization or otherwise compromised or if someone has transferred or may transfer money from your accounts without your permission. Also, if your statement shows transfers that you did not make with your User ID and password, tell us at once. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). Retail Users should reference their Consumer Deposit Account Agreement for additional information about Consumer Liability within the Electronic Fund Transfers Your Rights and Responsibilities section.

Disclaimer of Warranty and Limitation of Liability.

THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SYSTEM or SYSTEMS PROVIDED TO YOU UNDER THESE TERMS AND CONDITIONS. We do not warrant that the SYSTEM will operate without errors, or that any or all SYSTEMs will always be available and operational. Except as specifically provided in these Terms and Conditions, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any SYSTEMs or products provided under these Terms and Conditions or by reason of your use of or access to the SYSTEM, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. In no event shall the liability of the BANK and its affiliates exceed the amounts paid by you for the services provided to you through the SYSTEM.

In cases of our sole negligence, the amount of damages that are recoverable are limited to the greater of (a) \$1,000 or (b) the amount of the average monthly fees and charges paid by you for the SYSTEM for the six months immediately preceding the event(s) giving rise to your claim. In no event shall we be liable for any special, indirect, incidental (except as may be required pursuant to Uniform Commercial Code Section 4-A-305), consequential or punitive damages

under any circumstances, even if we are advised of the possibility of any such damages and even if our conduct is considered to be gross negligence or intentional misconduct.

Indemnification and Release.

You hereby release, indemnify and hold harmless the Bank and its directors, officers, employees, vendors, licensors, agents and any third party from and against all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney fees and costs, arising out of or related to your breach of the agreements, representations, and warranties in these Terms and Conditions or your use of the SYSTEM either (a) in violation of these Terms and Conditions, (b) in violation of any rights of the Bank, or any third party information provider, including copyright, patent, trade secret, trademark or other intellectual property rights and publicity and privacy rights, (c) in violation of any applicable law, rule or regulation, or (d) your or a designated user's failure to maintain the security of the User ID and password or other identification in accordance with these Terms and Conditions. This indemnification shall be binding upon you, your personal representatives, heirs, successors and assigns and shall survive termination of these Terms and Conditions.

Your Right to Terminate.

You may cancel your access to the SYSTEM at any time by contacting us by phone, written notice or in person at any one of our branch locations. Your access to the SYSTEM will be suspended within three (3) business days of our receipt of your instructions to cancel your access to the SYSTEM. You will remain responsible for all transactions and outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate.

You agree that we can terminate or limit your access to the SYSTEM for any of the following reasons without prior notice:

- Without prior notice, if you have insufficient funds in any one of your accounts. The SYSTEM may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
- If you have not logged into the system after 365 days you have opted to terminate the service and could be removed from the SYSTEM.
- Upon reasonable notice, for any other reason at our sole discretion.

Communications Between Us and You.

Unless these Terms and Conditions provide otherwise, you can communicate with us in any one of the following ways:

- Contact us by email at: support@statebankofnauvoo.com. (Please note that banking transactions through the SYSTEM are not made via email.)
- Contact us by telephone at: 1-217-453-2515

- Customer Service Hours of Operation:
 - Monday–Friday 8:30 a.m. – 4:30 p.m. (CT)
 - Saturday 8:30 a.m. – 12:00 p.m. (CT)
- Write to us at:
 - State Bank of Nauvoo
 - E-Services
 - P.O. Box 218
 - Nauvoo, IL 62354
- Visit us in person at any one of our branch locations.

Alert Communications.

Periodically, the BANK may send email and text (SMS) notifications about this SYSTEM. This is a system generated functionality from the BANK that customers may elect to receive.

Consent to Electronic Delivery of Notices.

You agree that any notice or other type of communication provided to you pursuant to these Terms and Conditions, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the SYSTEM website or by email. You agree to notify us immediately of any change in your email address.

Additionally, except as otherwise expressly provided herein, we shall not be required to act on any notice or instruction received from you or any other person, or to provide any notice or advice to you or anyone else with respect to any matter. We shall be entitled to rely on any written notice or other written communication that we believe in good faith to be genuine and to have been signed by any director, partner, officer, employee or agent of yours, whether or not actually authorized by you, and any such communication will be deemed to have been duly executed by you.

Other Rules.

The terms and conditions of the deposit agreements for each of your accounts, as well as your other agreements with the BANK (such as loans), continue to apply and nothing in these Terms and Conditions shall be construed as modifying any of those agreements.

Applicable Law.

These Terms and Conditions will be construed in accordance with and governed by the laws of the State of Illinois. Section headings are for convenience only and will not affect the meaning of the provisions hereof. Furthermore, if any term, covenant or condition of these Terms and Conditions becomes invalid or unenforceable, the remainder of these Terms and Conditions shall be unaffected and each term, covenant or condition shall be valid and enforced to the fullest extent permitted by law. If our performance of the SYSTEMS provided for herein in accordance with the terms of these Terms and Conditions would result in a violation of any existing or future law, rule or regulation to which we are subject, then these Terms and Conditions will be deemed

amended to the extent necessary to comply with that law, rule or regulation, and we will incur no liability to you as a result of such violation or amendment.

Waivers.

Any waiver by either party of any of the terms of these Terms and Conditions, or the waiver of any default or breach of these Terms and Conditions, must be in writing; any waiver shall not constitute a waiver of any other or subsequent default or breach.

Assignment.

You may not assign your rights and obligations under these Terms and Conditions. We may assign our rights and obligations without your consent, but we will give you notice if we do. These Terms and Conditions are binding on your heirs and our successors and assigns.

Indemnification.

You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorney's fees) arising from your provision of a phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the agreement.

Complete Agreement.

These Terms and Conditions, together with other account enrollment forms constitute the agreement between you and us with respect to the SYSTEM. This Agreement will not supersede any other credit or loan agreement, deposit agreement, Funds Transfer Agreement or agreement regarding automated clearing SYSTEMs. There are no understandings or agreements other than those stated in these Terms and Conditions and you agree that you do not rely on any other understandings or agreements, including statements and representations made by any of our employees, other than those stated in these Terms and Conditions.

If our performance of the SYSTEMs provided for herein in accordance with the terms of these Terms and Conditions would result in a violation of any existing or future law, rule or regulation to which we are subject, then these Terms and Conditions will be deemed amended to the extent necessary to comply with that law, rule or regulation, and we will incur no liability to you as a result of such violation or amendment.

Furthermore, if any term, covenant or condition of these Terms and Conditions be deemed invalid or unenforceable, the remainder of these Terms and Conditions shall be unaffected and each term, covenant or condition shall be valid and enforced to the fullest extent permitted by law.