

Mobile Check Deposit Service

In this Addendum (“Addendum”), the words “you” and “your” refer to you as the person or business entity entering into this Addendum. The words “you” and “your” also includes any user you authorize to use the First Resource Bank Mobile Check Deposit Service on your behalf. The words “we”, “us” and “our” refer to First Resource Bank.

This Addendum to the First Resource Bank Online Service Agreement (“Online Banking Agreement”) contains the terms and conditions for the use of First Resource Bank’s Mobile Check Deposit Service (“Service”) via the First Resource Bank Mobile Banking application (“App”), which allows you to deposit certain checks into qualified First Resource Bank deposit accounts. The App is considered part of the Mobile Check Deposit Service which is an additional service added by First Resource Bank (“First Resource”) to its Mobile Banking Service. Other agreements you have entered into with First Resource Bank, including the disclosures received when opening your account, governing your First Resource Bank account, are incorporated by reference and made a part of this Addendum. Your use of the Service constitutes your acceptance of this Addendum. In the event that the Addendum and the Online Service Agreement conflict the Addendum shall govern with respect to the service.

1. Description of the Mobile Check Deposit Service

The Service enables eligible Online Banking customers to use the App to make certain deposits electronically by using a supported mobile device as defined below in Equipment to create electronic image of a paper check or other paper source document payable only in U.S. Dollars ("Item") by scanning the Item and transmitting it and related data to us. The service enables transmission of those electronic images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing in accordance with this Addendum, which creates an “Electronic Item” of the paper check. After the Electronic Item is reviewed and determined eligible for processing, we will:

- a. create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the “Paying Bank”);
- b. include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
- c. present or post any Electronic Item for which we are the Paying Bank.

In order to enroll in the Service, you must be designated as an authorized signer or owner of a First Resource Bank account that is eligible for this Service and be approved by First Resource Bank. You are solely responsible for information or data that is transmitted, supplied or key-entered by you. As conditions to First Resource Bank’s provision for the Service, you shall (a) maintain your First Resource Bank account in good standing, (b) subscribe to First Resource Bank’s Online Banking Service, and (c) comply with such restrictions on the Service as we communicate to you from time to time.

2. Equipment

To use the Service, you must have a supported mobile wireless handheld device (e.g., iPhone®; other smartphone; iPad® or similar tablet computer; etc.) with a supported camera, Web Browser, and a supported operating system, (in each case, a "mobile device"), have a data plan for your mobile device, and download the App to your mobile device (collectively, after downloading the App, the “Mobile Device”). First Resource Bank does not guarantee that your particular mobile device,

mobile device camera, mobile device operating system or mobile carrier will be compatible with the Service.

3. Endorsement

Before you capture the Electronic Item of any Item, you shall endorse such Item with your signature, your First Resource Bank account #, and write "mobile deposit" below your signature.

4. Eligible Items

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the Electronic Item transmitted to First Resource Bank shall be deemed an "Item" within the meaning of Article 4 of the Uniform Commercial Code. You also agree that you will not use the Service to deposit any Items that:

- a. Are made payable to persons or entities other than you;
- b. Contain alterations on the front of the 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 Item is drawn;
- c. Are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder;
- d. Were previously converted to a substitute item, as defined in Reg CC, or were otherwise cashed or deposited;
- e. Are drawn on a financial institution that is not part of the U.S. Federal Reserve Bank System;
- f. Are remotely created checks, as defined in Reg CC;
- g. Are not payable in United States currency;
- h. Are payable to Cash;
- i. Are a US Savings Bond, money order, cashier's check, or travelers check;
- j. Do not bear a signature of the person from whom the item is drawn or lack an issued date;
- k. Are postdated or dated more than 6 months prior to the date of deposit; or
- l. Are prohibited by First Resource Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your First Resource Bank account.

Nothing in this Addendum shall be construed as requiring First Resource Bank to accept any Item for deposit unless the check and its electronic submission meet the requirements of this Addendum, even if First Resource has accepted that type of Item previously, nor shall First Resource be required to identify or reject any checks.

5. Changes to the Service

First Resource Bank reserves the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. You may reject changes by discontinuing use of the Service. Your continued use of the Service after the date of any such change to the Service shall constitute your acceptance, receipt of notification of, and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in Service, and First Resource Bank shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but First Resource Bank cannot guarantee that such notice will be provided.

6. Deposit Limits

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

7. Fees

You agree to pay the fees described in First Resource Bank's Fee Schedule that apply to your deposit account(s). You understand and agree that fees may be changed from time to time. You further understand and agree that charges may be assessed by your wireless carrier for text messages or other forms of communication sent to or received from First Resource Bank.

8. Processing Your Electronic Items

If you transmit your Electronic Item to First Resource Bank prior to 7:00 p.m. Eastern Standard Time on any Business Day, we will review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item(s) after 7:00 p.m. Eastern Standard Time or any non-Business Day, we shall review and process your Electronic Item(s) on the next Business Day. A "Business Day" is every day except Saturdays, Sundays and state and federal holidays. Your Electronic Item(s) is deemed to have been transmitted to First Resource Bank when the Service generates a confirmation message.

9. Availability of Funds

First Resource Bank will make funds available for checks and items transmitted, accepted, and successfully processed through the Service according to First Resource Bank's standard funds availability policy for your deposit account used in conjunction with the Service.

10. Item Processing

If the Electronic Item transmitted to us does not comply with our processing requirements for content and/or format, we may, in our sole discretion:

- a. further transmit the Electronic Item in the form received from you;
- b. repair or attempt to repair the Electronic Item and then further transmit it;
- c. return the data and Electronic Item to you unprocessed and charge back your account.

The Electronic Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing.

We will use commercially reasonable efforts to review each Electronic Item and have the right to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service.

We are not responsible for Electronic Items:

- a. that were previously processed or that we do not receive
- b. that may fail during transmission
- c. that are illegible or contains MICR data that is not machine-readable
- d. that are drawn on banks located outside the United States

If you wish to attempt to deposit any Electronic Item in your account that is not eligible for the Service, you shall do so only by depositing the original paper check.

The Electronic Item shall be deemed transmitted when you receive an email confirmation from First Resource Bank. Receipt of such confirmation does not mean that the transmission was error free or complete.

11. Disposal of Transmitted Items

You agree to retain and safeguard the paper check for at least 90 days after you have transmitted the Electronic Item. After 90 days have passed and you have verified that the funds associated with the Electronic Item have been added to your balance, you agree to prominently mark the paper check as "VOID" and properly dispose of the paper check to ensure that it is not represented for payment.

12. Warranties

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN AUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE AUTHORIZED BY YOU AND BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT FIRST RESOURCE BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY FIRST RESOURCE BANK IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

You represent and warrant to us that:

- a. Any Electronic Item we receive accurately and legibly represents all of the information on the front and back of the original paper check as originally drawn;
- b. The information you transmit to us corresponding to a paper check contains a record of all applicable machine-readable MICR-line (the set of numbers at the bottom of the check) information required for a substitute check and the accurate amount of the Item;
- c. The paper check conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- d. The paper check has not previously been deposited and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the paper check or the Electronic Item such that the person will be asked to make payment based on a paper check that has already paid;
- e. You will not redeposit through this Service any paper check previously deposited and returned to you unless we advise you otherwise;
- f. After the paper check has been converted to an Electronic Item and submitted for deposit, you shall not otherwise transfer or negotiate the original paper check, substitute check or any other representation thereof. You further agree that you shall be solely responsible for the original paper check(s), including secure retention, storage, retrieval and destruction of the original paper check(s). If necessary and upon our request, you agree to provide us with the original paper check(s).
- g. You will employ reasonable security measures sufficient to protect the paper check in transmission and storage that is only accessible by persons needing access to the paper check(s);
- h. You will only transmit original paper check(s);
- i. You will comply with all laws and regulations applicable to you in your use of the Service and not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority. You agree to notify

First Resource Bank of any suspected errors regarding items deposited through the Service right away, and to notify First Resource Bank in no event later than 60 days after the applicable First Resource Bank account statement is provided. Unless you notify First Resource Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct and you are prohibited from bringing a claim against First Resource Bank for such alleged error;

- j. All information you provide to First Resource Bank is accurate and true; and
- k. You will comply with this Addendum and all applicable rules, laws and regulations.

13. Ownership & License

You agree that First Resource Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your compliance with this Addendum. Without limiting the effect of the foregoing, any breach of this Addendum by you will be cause for us to terminate your access to the service, in our sole discretion. You further acknowledge and agree that a third party provider or licensor to First Resource Bank ("Licensor") is the owner of all right, title and interest in and to the downloaded software comprising the App to be used for access to the Mobile Check Deposit Service from First Resource Bank and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software"). Subject to the terms and conditions of this Addendum, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Addendum. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright. Your use of the Service is subject to and conditioned upon your compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) for any purpose which would be contrary to First Resource Bank's business interest, or (ii) to First Resource Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

14. Disclaimer

Unless otherwise required by law, we make no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and the Service.

UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE YOUR USE OF THE SOFTWARE, SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER 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 (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM DEFECTS OR VIRUSES 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. YOUR USES OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

15. Limitation of Liability

UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, FIRST RESOURCE, ANY OF THEIR CONTRACTORS OR PROVIDERS, OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED.

16. Indemnification

In addition to the indemnities contained in the Online Service Agreement, you agree to indemnify us for any loss or expense (including attorney's fees and expenses of litigation) resulting from:

- a. Any material breach in a representation, warranty, covenant, or obligation made by you pursuant to this Addendum or the Online Service Agreement;
- b. any claim pertaining to any warranty or indemnity that we make with respect to an Electronic Item under the Check Clearing for the 21st Century Act, Federal Reserve Board

Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items.

- c. Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to, (i) duplicate scanning of the same original paper check, (ii) transmission of duplicate Electronic Items, (iii) numerical errors on deposit data entry, and (iv) fraudulent or unauthorized use of your hardware or security credentials.
- d. Your failure to (i) securely maintain your hardware or the original paper check(s), or (ii) properly and timely dispose of the original paper check(s) in accordance with Section 12.

17. Grant of License.

- a. **Grant of License.** To the extent we or our licensors make any software available to you via download on our website for use in conjunction with the Service, we hereby grant, and you hereby accept, for the term of this Addendum, a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation products for use only directly in conjunction with its permitted use of the Service.
- b. **Title.** Except for the license granted to you hereunder, all rights and title in and to the Products, including any improvements, modifications, and derivative works, will at all times remain with us or our licensors, and you shall acquire no rights in the Products.
- c. **Risk of Loss.** You will bear the entire risk of loss, destruction and damage to the Products from any cause whatsoever, and no such loss, destruction or damage shall impair any of your obligations hereunder which shall continue in full force and effect.

18. Miscellaneous.

Security of Your Mobile Device and Account Information. You are responsible for the following:

- a. Maintaining confidentiality and security. Maintaining the confidentiality and security of your Mobile Device, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Mobile Check Deposit Service (collectively, "Access Information").
- b. Preventing unauthorized access. Preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Mobile Check Deposit Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data (collectively, "Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to notify First Resource immediately if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Device. First Resource reserves the right to deny you access to the Mobile Check Deposit Service (or any part thereof) if First Resource believes that any loss, theft or unauthorized use of Access Information has occurred.

An Electronic Item deposited into a consumer account is being treated as an electronic fund transfer subject to the Electronic Fund Transfer Act. For specific terms and conditions pertaining to electronic funds transfers, please refer to the Electronic Funds Transfer Disclosure provided to you at the time you opened your account(s).