

MINNWEST BANK MOBILE DEPOSIT AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (the "Agreement") CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF OUR MOBILE DEPOSIT APP (the "Service").

This Mobile Deposit Agreement ("Agreement") between you and Minnwest Bank governs the use of the Service. The Service permits Minnwest Bank customers to perform several banking functions on linked accounts, which may change from time to time. To make this Agreement easier to understand Minnwest also uses the following personal pronouns: "You" and "your" means the person or persons that use or receive the Services and any joint or other authorized Accountholder or authorized party on the Account and their successors and assignees. "We," "us," and "our" means Minnwest Bank and its agents, processors, affiliates, representatives, successors, and assignees.

THIS AGREEMENT CONTAINS IMPORTANT LIMITATIONS ON MINNWEST'S LIABILITY AND DISCLAIMERS OF WARRANTIES. PLEASE READ IT IN ITS ENTIRETY.

This Agreement contains the terms and conditions for the use of the Minnwest Bank's Mobile Deposit service. The Services and any related Software ("Software") provided by Minnwest Bank ("Minnwest") may be accessed by a supportable mobile device including, without limitation, a cellular phone, smart phone, tablet or other mobile device that satisfies the hardware and software requirements specified by Minnwest from time to time ("Device") and work in combination with your Device's text messaging capabilities. By consenting to and participating in the Services or using the Software, you are agreeing to (i) the following terms and conditions together with (ii) the terms and conditions of Minnwest's Online Banking Agreement ("Online Banking Agreement"), Minnwest's Mobile Banking Agreement ("Mobile Banking Agreement"), as amended from time to time, in addition to any other terms and conditions, including the Deposit Account Agreement and Disclosures, to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Services are a part. Minnwest reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. may modify this Agreement at any time without prior notice to you, except as may be required by law. Your continued use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail. Standard messaging charges apply.

Services. The Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking or savings, accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to the Bank or Bank's designated processor.

Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. Once you have qualified for the Services, you will be issued a Username and Password that you are responsible for securely maintaining to prevent unauthorized use. If the Services are unavailable or you are not able to transmit items, you will need to deposit those items in person at a Minnwest Bank office.

Hardware and Software. To use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. Contact the bank for current hardware and software specifications. The bank is not responsible for any third-party software you may need to use the Service. Any such software is subject to the terms and conditions of the software agreement with the third-party software provider.

Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC"). When the image of the check transmitted to the Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. We 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 you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Money orders
- Traveler's checks
- Savings bonds
- Checks drawn on a financial institution located outside the United States, including, but not limited to, Canada
- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by The Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Minnwest Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

Deposit Process. You may forward only one (1) Check Image at a time for deposit and the Check Image must be accompanied by all requested deposit information that matches the information on the Check Image. Check Images must be properly payable to the Account Holder, contain the drawer's signature, and be properly endorsed by the Account Holder. You shall review checks to detect altered or counterfeit items and shall not deposit suspicious checks via the Service. You should report suspicious checks to the Bank for inspection. You agree to follow all other procedures and instructions for use of the Service that Bank may implement from time to time. If you do not satisfy the requirements for the deposit of an Eligible Check, the Bank will have the right to put a hold on or return the nonconforming check.

Eligibility Requirements

- Must be Owner, Signer, Owner/Signer
- Accounts not in good standing may be declined Mobile Deposit access
- Business accounts are approved on a case-by-case basis by the Cash Management for Mobile Deposit access

Fees. There are no fees for mobile deposit.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For mobile deposit to Minnwest Bank", followed by your signature, or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time.

Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion. 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 it is verified through the mobile deposit history and listed as "accepted". This status does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. Any check returned unpaid for any reason will be debited from your Account. If an item is charged back, you will receive an image of the original check or a substitute check as the charged-back item.

Availability of Funds. You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 6:00 p.m. Central Standard Time on a business day that we are open (Monday – Friday, except federal holidays), we consider that day to be the day of your deposit. Otherwise,

we will consider that the deposit was made on the next business day we are open. Funds deposited using the service will generally be made available the next business day after receipt of the items.

Disposal of Deposited Items. Upon confirming that the funds have been credited to your account (typically, funds are credited within 24 hours) you agree to prominently mark the item as "Electronically Presented" or "VOID" and you agree never to re-present the item. You agree that 30 days after deposit, you will shred or otherwise properly dispose of the item to ensure that it is not re-presented for payment. During the time the retained check is available, you agree to keep it in a secure location and promptly provide it, or a sufficient copy of the front and back of the item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Banks audit purposes.

Deposit Limits. All items deposited via the Service are subject to Bank review and/or approval. We reserve the right to impose limits on the amount(s) and/or number of items that you transmit using the Service and to modify such limits from time to time. If you attempt to use the Service to initiate a deposit more than these limits, we may reject your deposit. You may not use the Service to deposit items that are greater than \$10,000 per day or exceed \$10,000 per deposit. We may impose lower limits at any time and without advance notification.

Errors. You agree to follow our error notification process as outlined and defined in the Deposit Account Agreement governing your account.

Presentment. The manner in which the items are cleared, presented for payment and collected shall be in the Bank's sole discretion subject to the Deposit Account Agreement governing your account.

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

Image Quality. The image of an item transmitted to The Bank using the Services must be legible, as determined in the sole discretion of The Bank. You acknowledge that Check Images that do not meet the standards for deposit utilizing the Service must be physically deposited at the Bank by you.

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

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

Ownership & License. You agree that The Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to The Bank's business interest, or (iii) to The 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 Services.

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

Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent,

the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Change in Terms. This Agreement is subject to change from time to time. We will notify you of any material change via email or other means. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, the Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

Indemnification. If you use or misuse the Services or your Device in a way that causes a lawsuit or other claim of injury against Minnwest, you have certain responsibilities unless such lawsuits or claims result from Minnwest's misconduct or gross negligence. You agree to defend, indemnify and hold Minnwest harmless from and against any claims, actions or demands, liabilities and settlements. This indemnification also covers Minnwest's officers, directors, employees, agents, and suppliers. Your indemnification includes, without limitation, the costs of reasonable legal and accounting fees.

Termination. The Service shall remain in effect until it is terminated by you or Minnwest. We may terminate this Agreement at any time and for any reason. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Minnwest Bank Deposit Agreement or any other agreement with us.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.