

Mobile Deposit Terms & Conditions

Please carefully review these terms and conditions before proceeding:

This Mobile Deposit Addendum between you and Pilot Grove Savings Bank sets forth the terms and conditions of Pilot Grove Savings Bank's Mobile Check Deposit Service (the "Service"), which allows you to deposit certain checks into certain deposit accounts that are eligible to receive mobile check deposits ("Mobile Deposit Accounts") Except as modified by this Addendum, all terms and conditions in the Pilot Grove Savings Bank Online Banking Agreement remain in full force and effect. If there is a conflict with the Pilot Grove Savings Bank Online Banking Agreement (the "Agreement") and this Addendum, this Addendum shall control.

By enrolling in the Service, you agree to be legally bound by this Addendum and the Pilot Grove Savings Bank Online Banking Agreement.

Definitions

Unless otherwise noted, the words used in this Addendum have the meanings set forth in the Pilot Grove Savings Bank Online Banking Agreement, except that the terms "we," "us," "our," "Pilot Grove Savings Bank," and "Bank" refer not only to Pilot Grove Savings Bank or our affiliates but also to third parties who assist Pilot Grove Savings Bank in providing the Service ("Third Party Service Providers"). The terms "you" and "your" refer to "Customer" as that term is defined in the Pilot Grove Savings Bank Online Banking Agreement.

Fee

You agree to pay us a fee for the Service as set forth in our fee schedule and as may be changed from time to time.

Equipment

To use the Service, you must have a supported mobile device (e.g., smartphone, tablet, etc.) with a supported camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device (collectively, the "Mobile Device"). We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Service.

Limitations

When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Service has 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 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. We reserve the right to limit the number of Mobile Devices through which you may access the Service.

Except as expressly provided in this Addendum, deposits made through the Service are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Deposit Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

Eligible Checks and Items

You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg. CC") and only those checks that are permissible under this Addendum or such other items as we, in our sole discretion, elect to include under the Service. You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you **will not use** the Service to scan and deposit any checks or other items as shown below:

- (a) Checks or items payable to any person or entity other than you.
- (b) Checks or items payable to you and another party.
- (c) Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), 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.
- (d) Checks or items previously converted to a substitute check, as defined in Reg CC.
- (e) Checks or items drawn on a financial institution located outside the United States.
- (f) Checks or items that are remotely created checks, as defined in Reg CC.
- (g) Checks or items not payable in United States currency.
- (h) Checks or items written off an account located outside at a financial institution located outside the United States.
- (i) Checks or items dated more than 6 months prior to the date of deposit.
- (j) Checks or items that are post-dated, or display a future date.
- (k) Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- (l) Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your Mobile Deposit Account or Pilot Grove Savings Bank Online Banking Agreement.
- (m) Checks which are not legibly written or contain any discrepancies between the check legal amount and the check courtesy amount.

Nothing in this Addendum should be construed as requiring Pilot Grove Savings Bank to accept any check or item for deposit, even if Pilot Grove Savings Bank has accepted that type of check or item previously. Nor shall Pilot Grove Savings Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Addendum.

Security of Your Mobile Device and Account Information

You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, 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 Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the 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 ("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 immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

Image Quality

The image of a check or item transmitted to Pilot Grove Savings Bank using the Service must be legible and include the front and back of the check. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

Endorsements and Procedures

Before transmission, you agree to restrictively endorse any check or item transmitted through the Service as "For deposit only, Pilot Grove Savings Bank account # _____" or as otherwise instructed by Pilot Grove Savings Bank. Furthermore, you agree to write "Mobile Deposit" on the front of the check prior to transmission. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

Receipt of Checks and Items; Crediting

We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from Pilot Grove Savings Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

In the event you are unable to capture, balance, process, produce or transmit a check to the Bank, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank branch. The deposit of original checks at a branch of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

Availability of Funds

We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy for your Mobile Deposit Account. For more information, contact Pilot Grove Savings Bank.

Disposal of Transmitted Checks and Items

You agree never to re-present to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to Pilot Grove Savings Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for Pilot Grove Savings Bank's audit purposes.

After you receive confirmation that we have received an image, and once you receive full credit for the Check, you must destroy the original check by first marking it "VOID" and then destroying it by cross-

cut shredding or another commercially acceptable means of destruction. Shredding is one way to destroy it. Destroying the Check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Deposit Limits

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

Presentment

The manner in which the checks and items are cleared, presented (or re-presented) for payment, and collected shall be in Pilot Grove Savings Bank's sole discretion as set forth in the relevant deposit account agreement governing your Mobile Deposit Account.

Promises You Make to Us; Indemnity

You warrant to Pilot Grove Savings Bank that:

- (a) You will only transmit eligible checks and items that you are entitled to enforce all checks and items will include all signatures required for their negotiation.
- (b) Images will meet Pilot Grove Savings Bank's image quality standards in effect from time to time.
- (c) You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party, and you will not attempt to deposit or negotiate a check or item that you previously deposited or negotiated to a different financial institution.
- (d) You will not deposit or re-present the original check or item with Pilot Grove Savings Bank or any other party.
- (e) All information you provide to Pilot Grove Savings Bank is accurate and true, including that all images transmitted to Pilot Grove Savings Bank accurately reflect the front and back of the check or item at the time it was scanned.
- (f) You will comply with this Addendum and all applicable rules, laws and regulations.
- (g) You will use the Services only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

You agree to indemnify and hold harmless Pilot Grove Savings Bank from any loss for breach of this warranty provision or the terms of this Addendum.

Changes to the Service

We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the

Service will constitute your acceptance 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 the Service and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

Cancellation By You; Termination or Refusal By Us

You may cancel the Service at any time by calling Pilot Grove Savings Bank at 888-283-2265 and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service; (iv) is not in accordance with any other requirement stated in this Addendum or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Addendum and the Pilot Grove Savings Bank Online Banking Agreement; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to Pilot Grove Savings Bank's business interests; (d) your account is closed, access to your account is restricted for any reason, or if you do not use the Service for a period of time or (e) following initial enrollment you do not use the Service. Termination will not affect your liability or obligations under this Addendum, the Pilot Grove Savings Bank Online Banking Agreement or any other agreements you have with us for actions we have taken on your behalf.

Ownership and License

You agree that Pilot Grove Savings Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, including the App. You may use the Service only for your own benefit. 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. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose any other part of the Service, in any manner contrary to the terms of this Addendum, we shall have, in addition to any other remedies, the right to discontinue the Service.

Third Party Beneficiary

You agree that our Third Party Service Providers may rely upon the provisions of this Addendum, including its disclaimer of warranties and any limitations of liability and that such Third Party Service Providers are, for the purpose of this Addendum, third party beneficiaries to this Addendum with the power to enforce this Addendum.

Liability

WE ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS ADDENDUM. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR

IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL PILOT GROVE SAVINGS BANK OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, PILOT GROVE SAVINGS BANK AND OUR THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Miscellaneous

This Addendum is hereby incorporated by reference into and subject to the provisions of the Pilot Grove Savings Bank Online Banking Agreement. If any portion of this Addendum is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Geographic Constraints

You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control.

Account Holder Indemnification

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement (including, but not limited to, any breach of the warranties, representations, or obligations contained in this Agreement). You understand and agree that this paragraph shall survive the termination of this Agreement.

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time in our sole discretion. Unless otherwise specified by the Bank, changes to such limits shall be effective immediately upon notice to you via e-mail or the Bank's Web site. These limits may change from time to time without notice to you in our sole discretion. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Currently, deposit limits are 5 items per day or \$750 per item and \$2000 per month.

I have read, understand, and agree to this Mobile Deposit Agreement.