

MOBILE DEPOSIT SERVICES AGREEMENT

PURPOSE

This Mobile Deposit Services Agreement ("Agreement") contains the terms and conditions for the use of City State Bank's Mobile Deposit services that City State Bank ("bank", "us", "our", or "we") may provide to you ("you," or "User"). Other agreements you have entered into with City State Bank, as applicable to your City State Bank account(s), are incorporated by reference and made a part of this Agreement, including the Online Banking Services Agreement. The Services are also subject to the Online Banking Service Agreement. This Agreement is intended to supplement the Online Banking Service Agreement. In the event of a conflict between this Agreement and the Online Banking Service Agreement, the terms of the Online Banking Service Agreement will govern and take precedence over the terms of this Agreement. The Agreement does not conflict with the Online Banking Service Agreement by providing additional terms and conditions not reverenced in the Online Banking Service Agreement. A conflict only arises if this Agreement varies or alters express terms of the Online Banking Service Agreement. Other agreements you have entered into with City State Bank, as applicable to your City State Bank account(s), are incorporated by reference and made a part of this Agreement.

SERVICES

City State Bank's Mobile Deposit Services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to City State Bank or our designated processor. The device must (a) capture an image of the front and back of each check to be deposited in accordance with Procedures; (b) read and capture the magnetic ink character recognition ("MICR") line of each check; and (c) read and capture all such other data and information as is required by this Agreement or Federal Reserve Regulations for processing of these check images for payment. To use the Services described in this Agreement, you must be an account holder at the Financial Institution.

ACCEPTANCE OF THESE TERMS

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, City State Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. In addition, you provide Bank with your express consent permitting us to contact you as necessary to provide the Services (including push notifications to your mobile device). Such activities may include, but are not limited to, providing account alerts, confirming account

activity, confirming mobile remote capture deposits, undertaking fraud prevention, servicing, advertising, or for any other purpose.

LIMITATIONS OF SERVICE

When using the Services, you may experience technical or other difficulties. The Bank does not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. This service may 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 in our sole discretion. You understand and agree that to the extent permitted under applicable law each owner of a Bank account is jointly and severally responsible for all Mobile Deposit Services and transactions that affect that account.

SYSTEM REQUIREMENTS, HARDWARE AND SOFTWARE

In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by City State Bank and/or our provider of the Service. The Bank is not responsible for any third-party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation. To use the service, you must have a smart phone with an enabled camera, service plan that includes data and Internet access with Secure Socket Layer (SSL) capability, and an online banking username and password. You must have the City State Bank Mobile Application installed on your smart phone device. You understand and agree you are still subject to the terms and conditions of any agreement you have with any unaffiliated third-party service providers, including, but not limited to your mobile service provider (e.g. AT&T, Verizon, Sprint, T-Mobile, etc.) or any third-party provider of or marketplace for the Services (e.g. Apple, Inc., Google, Inc. (Android)), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact your use of the Services (e.g. data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations and restrictions.

We make no representation or warranty regarding the security of your device that you decide to use for the Service. You acknowledge you are solely responsible for ensuring the security of your device.

FEES

A per deposit item fee may be charged for the Service and will be disclosed to you. You are responsible for paying the fees for the use of the Service. City State Bank may change the fees for use of the Service at any time. The current fees are available on a separate fee schedule. You authorize City State Bank to deduct such fees from the same bank account as your mobile deposit. The Bank is not liable for any costs you may incur from cellular data networks or other related equipment that may result from usage of this Service.

QUALIFICATION FOR AND INFORMATION REGARDING THE SERVICES

Provision of this service to you is at the Bank's sole discretion. By accepting this agreement, you authorize City State Bank to make inquiries from any consumer reporting agency in connection with this product.

ELIGIBLE ITEMS

You agree to capture check images and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to City State Bank is converted to an image 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. 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:

- 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 front of 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 drawn on a financial institution located outside the United States.
- 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 that are "void" for any reason.
- Checks payable on sight or payable through Drafts as defined in Reg. CC.
- 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 account.
- 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 that have previously been deposited or negotiated in any way via any method at City State Bank or any other financial institution.
- Checks that are not in original form with a signature, such as substitute checks or remotely created checks.
- Checks that are post-dated, or display as a future date.
- Checks otherwise not acceptable under the terms of your Bank Account.

PLEASE NOTE: Any Check that you attempt to deposit using Mobile Deposit is subject to verification by us. We may reject an item for deposit for any reason and will not be liable to you for doing so. In such a case, you will need to deposit the item using other means, such as visiting one of our branches.

ENDORSEMENTS AND PROCEDURES

Electronic Images shall be deemed received by Bank for deposit based upon time of receipt as well as successful receipt of Electronic Images that are complete, usable, and adhere to the standards discussed herein. If any Electronic Image is not complete, is not usable, or does not adhere to the standards, the Electronic Image may not be processed by Bank, in which event your deposit will be adjusted, and notification provided. All checks submitted through the Services must be properly endorsed by you prior to transmittal. Unless otherwise instructed by the Bank, you agree that all checks deposited through this Service must be signed by all required payees, and state that they are "For Mobile Deposit only" or otherwise be denoted as a mobile deposit. You agree to follow any and all other procedures and instructions for use of this Service as the Bank may establish from time to time. Any loss that Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. In the event, a check is submitted for deposit through the Bank's Mobile Deposit Services and does not adhere to all endorsement or other Bank procedures, it shall be the Bank's sole and absolute discretion whether to accept or deny such item for deposit. Bank has no responsibility or liability for any fees incurred by you due to the rejection of transmitted items for missing/incomplete endorsements.

Note, for joint accounts, if the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you or you and any non joint owner, you may not deposit the Check into the Bank account using the Services described in this Agreement.

RECEIPT OF ITEMS

In general, all images processed for deposit through the Services will be treated as "deposits" under your applicable Deposit Account Agreement with Bank. Note, however, any confirmation from Bank that we have received the image does not mean that the image contains no errors.

Bank is not responsible for any image it does not receive. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability. 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 a confirmation from City State Bank that we have received the image. 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 anytime, 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.

AVAILABILITY OF FUNDS

You agree that items transmitted using this Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Generally, and except as otherwise provided herein, items transmitted using this Service will be available subject to the Bank's approval. If you make a deposit using this Service before 3:00 p.m. CST, on a business day that the Bank is open, the Bank will consider that day to be the day of your deposit. However, if you make a deposit using this Service after 3:00 p.m. CST, or on a day that we are not open, the Bank will consider that deposit to have been made on the next business day that the Bank is open. You acknowledge that all credits given by the Bank for an item are provisional, subject to verification and final settlement. The Bank shall have no liability for the return or refusal of any item, and may charge back against your account the amount of any provisional funds granted.

RETENTION AND SECURITY OF ORIGINAL CHECKS

Upon your receipt of a confirmation from the Bank that the Bank has received an image that you have transmitted, you agree to retain the check in safekeeping in a secure environment for at least sixty (60) calendar days from the date of the image transmission. After sixty (60) 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. Image quality is reviewed by the Bank after submission; however, if the receiving bank does not accept the image, you may be required to present the original check for payment. During the time the retained check is available, you agree to promptly provide it to the Bank upon request. The Bank assumes no liability for losses you may incur if the receiving bank does not accept your image and you are unable or unwilling to present the original check for payment. You agree that you will never re-present the original check to use or at another financial institution. 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 and may establish limits on the dollar amount and/or number of items or deposits from time to time that you make via the Service. 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. The current dollar daily limit is \$5,000.00 per business day, with a maximum of 10 transactions. Deposit limits may be adjusted from the previous general limits by Bank for certain users of the Services.

PRESENTMENT

The manner in which the items are cleared, presented for payment, and collected shall be in City State Bank's sole discretion subject to the agreements governing your account.

ERRORS

You agree to notify the Bank of any suspected errors regarding items deposited through the Services within a reasonable time, and in no event later than sixteen (16) days after the applicable City State Bank account statement is sent. Unless you notify City State Bank within a reasonable time, not to exceed sixteen (16) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

ERRORS IN TRANSMISSION

By using this Service, you accept the risk that an item may be intercepted or misdirected during transmission. The Bank shall bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

RETURNED DEPOSITS

Any credit to your account for Checks deposited using Mobile Deposit Services is provisional. If original checks deposited through Services are dishonored, rejected, or otherwise returned unpaid by the drawee bank, or any rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that Bank may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check, or a substitute check. You will reimburse Bank for all loss, cost, damage or expense caused by or relating to the processing of the returned item, including but not limited to, any attorney fees incurred. Without Bank's approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

IMAGE QUALITY

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, the amount of the check (both written and numeric), the date, the check number, information about the drawer and the paying institution that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check, and any endorsements applied to the bank of the original check. The image of an item transmitted to City State Bank using the Services must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by City State Bank, the Board of Governors of the Federal Reserve Board, the American National Standards Institute (“ANSI”), or any other regulatory agency, clearinghouse, or association. The Bank accepts no liability and makes no guarantee that its image standards will be acceptable to other banks when presented for payment.

You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the Check. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable Checks to us.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Services, or interfere – or attempt to interfere – with the technology or Services. We and our technology partners retain all rights, title, and interests in and to the Services, software, and development made available to you.

USER WARRANTIES AND INDEMNIFICATION

Customer represents and warrants to the Bank (a) customer has the authority to enter into this service and perform its obligations hereunder and all information supplied by customer to the Bank is accurate and true; (b) customer will provide all reasonable assistance to the Bank in providing the Service set forth herein; (c) customer and any authorized users will only use this Service for lawful purposes and such usage is in compliance with all applicable rules and regulations and with the Bank’s reasonable instructions, rules, policies, specifications, terms and conditions, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party; (d) customer has only transmitted acceptable items for deposit and has handled the original items following transmission to the Bank as agreed to or directed by the Bank and in accordance with applicable law; (e) customer is a person authorized to enforce each item or is authorized to obtain payment of each item on behalf of a person entitled to enforce an item; (f) the items have not been altered; (g) each item bears all applicable endorsements in a restricted format as directed by the Bank; (h) the electronic image portion of each item accurately and legibly represents all of the information on the front and back of the

original check as of the time the original check was truncated; (i) the information portion of the item contains a record of all applicable micro-line information required for a substitute check and the item conforms to the technical standards for an electronic item as specified by the Bank from time to time; (j) customer will submit only one accurate and clear image of the front and back of each item to the Bank only one time; (k) customer will not deposit the original item and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper, or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid; (l) the amount of an item, and such other information contained in such item which is accurate and complete; and (m) all information you provide to the Bank is accurate and true. Customer agrees that these representations and warranties shall be true and correct as of the date of each item and that the submission of each item to the Bank for processing shall be an acknowledgement of each such representation and warranty as of that date. You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

COMPLIANCE WITH LAW

You will use the Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations, including the sanctions laws administered by OFAC and the Bank Secrecy Act.

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.

TERMINATION

We may terminate this Agreement and/or your use of the Services at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by the Bank. 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 account agreement or any other agreement with us.

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. In addition to this agreement, several peripheral agreements are hereby acknowledged and incorporated herein by this reference. Such peripheral agreements may apply to any deposit or other account services contemplated or referenced herein.

OWNERSHIP & LICENSE

You agree that City State 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 may immediately terminate 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 City State Bank's actual or potential economic disadvantage in any aspect. You may use the Service only in accordance with this Agreement. 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. You also agree not to interfere with or attempt to interfere with the technology or the Services. Bank and its third-party technology providers retain all rights, title and interests in and to the Services made available to you.

SECURITY PROCEDURES AND COMMUNICATIONS

Certain procedures, including but not limited to the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, tokens and other security devices, systems and software (the "Security Procedures"), designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications (each, a "Communication") sent between Customer and the Bank may be used in connection with this Service. Customer agrees that any such Security Procedures utilized by Bank shall be deemed commercially reasonable. The Bank shall not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication where the Bank reasonably doubts its authorization, authenticity, contents, origination, or compliance with the Security Procedures. The Bank shall have no duty to discover, and shall not be liable for, errors or omissions by Customer. If the Bank complies with the Security Procedures in respect of a Communication, the Bank shall be entitled to act on that Communication and shall not be obligated to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation thereof, the Bank shall

not be liable for acting on, and Customer shall be bound by, any Communication sent in the name of the Customer, whether or not authorized. Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices and shall immediately notify the Bank if the confidentiality or integrity of any such security device or information has been breached, compromised, or threatened.

Customer shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. The bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices. With respect to the Services, you will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted, in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

ACCOUNT HOLDERS INDEMNIFICATION OBLIGATIONS

You understand and agree that you are required to indemnify Bank and hold Bank 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.

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 any of the Services, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Bank makes 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 Bank 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 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 action or claim (whether contract, tort, strict liability, or otherwise), even if Bank has been informed of the possibility thereof, except as otherwise required by law.

FORCE MAJEURE

In no event shall the Bank be liable for delays which happen for reasons beyond its control, including without limitation, acts of civil, military, or banking authorities, national emergencies, riots, weather, unavoidable difficulties with equipment, the unavailability of the internet, any errors in information provided, any difficulties caused by an internet or other service provider or any hardware or software failure, whether caused by a virus or otherwise.