



CATTELEMENS
BANK

CATTELEMENS BANK MOBILE AGREEMENTS

Mobile Banking Agreement:

This agreement called the Mobile Banking Services Terms and Conditions outlines the rules that govern the use of Cattlemens Bank's Mobile Money Services ("Services") and any related Software ("Software") provided by Cattlemens Bank combined with your handheld's text messaging capabilities. By participating in the Services or using the Software you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. This document, along with any other documents or agreements we give you pertaining to your account(s), is a contract that establishes rules that control your account with us. Cattlemens Bank in its discretion may modify this agreement and disclosure at any time. To the extent Mobile Banking allows you to access third party services, Cattlemens Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case, and without notice or liability. Service Definitions "Mobile Banking" and "Program" refer to the Services that are designed to allow you to view activity, transfer money, pay bills, and make deposits into qualifying accounts using your supported mobile device. "Device" means a supportable mobile device including a cellular phone or other mobile devices that are web-enabled. "You", "your", and "customer" refer to each depositor on an account enrolled in Mobile Banking. "Account" or "accounts" means your eligible Cattlemens Bank checking, savings, loans, certificates of deposit and any other Cattlemens Bank product linked to your Online Banking. Program Description Cattlemens Bank offers customers mobile access to their account information (e.g., for checking balances and recent transactions) via the internet using Cattlemens Bank's Mobile App and/or via the Short Message Service (SMS).

Enrollment requires identification of the user's banking relationship with Cattlemens Bank. Once granted, Mobile Banking access will continue until the account(s) is closed or until the bank is notified in writing. Mobile Banking allows a variety of features including accessing your Cattlemens Bank account information, reviewing balances and transaction history, paying bills, and transferring funds between your eligible Cattlemens Bank accounts. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Cattlemens

Bank or any service provider. Features and functionality of mobile banking are as follows: A. Cattlemens Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Cattlemens Bank as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 800-564-3921 or <https://link.edgepilot.com/s/70ecec70/mkFq1G-zKUKH0g8mnpZtrA?u=http://www.cattlemensbank.com/> or send a text message with the word "HELP" to this number: 96924. We can answer any questions you have about the program.

To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 96924. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider. B. Mobile Banking Transfers You may use the Mobile Banking App to transfer funds between your eligible Cattlemens Bank accounts. You must have sufficient funds available in the selected account at the time the transfer request is received. Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period. You may be subject to fees or account conversion if you exceed the transaction limits of your account using Mobile Banking or any other methods. We may also limit the type, frequency, and amount of transfers for security purposes and may change or impose the limits without notice at our option.

C. Alerts Terms and Conditions ("Alerts Terms of Use") Only apply to the Alerts feature. If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use

shall apply. Alerts: Your enrollment in Cattlemens Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts").

Alerts are electronic notices from us that contain transactional information about your Cattlemens Bank account(s). Alerts are provided within the following categories: (a) Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts. (b) Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts. (c) Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Cattlemens Bank Mobile Banking. Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Cattlemens Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery: We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Cattlemens Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (d) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message: To stop Alerts via text message, text "STOP" to 96924 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Cattlemens Bank Online Banking and click the box next to your mobile number for the Alerts you'd like

to receive again. For help with SMS text alerts, text "HELP" to 96924. In the case of questions please contact customer service at 800-564-3921. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations: Cattlemens Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by a factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Cattlemens Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Cattlemens Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from: (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose. Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

D. Touch ID™ for Mobile Banking Touch ID is an optional fingerprint sign-in method for Cattlemens Bank Mobile Banking App that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at Apple.com/support). Fingerprints are stored on your device only and Cattlemens Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Cattlemens Bank Mobile Banking. Cattlemens Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Cattlemens Bank Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Cattlemens Bank Mobile Banking is only available on compatible iOS devices

E. Card Controls Additional Terms The following

supplemental Terms of Use (“Supplement”) applies to the card controls feature (“Card Controls”) within the Mobile Banking App (“Mobile Banking App”), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply. (a) The Card Controls feature is only available for debit cards issued by Cattlemens Bank that you register within the Mobile Banking App. (b) The Card Controls alerts and controls you set through the use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Cattlemens Bank to discontinue the alerts and controls. (c) Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address. (d) Card Controls may enable access to Cattlemens Bank and third parties' services and web sites, including GPS locator websites, such as Google’s. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto. User Responsibility

You represent and agree to the following by enrolling in or using Mobile Banking: You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent that all information you provide to us in connection with Mobile Banking is accurate, current and complete and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the device you will use to access Mobile Banking. You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the end of each session. You agree to notify us if your device is lost or any other change that might affect providing the Mobile Banking Service to you. You agree to accept all responsibility for any instructions sent to Cattlemens Bank from the device and authorize Cattlemens to act on these instructions. It is your responsibility to notify us if you know of or suspect unauthorized use of your User Name and/or password. You agree not to provide your username, password, or other access information to any unauthorized person. Notify us immediately if you believe that an electronic fund transfer has been made without your permission or there are transactions posted to your account that you did not authorize. We make no representation that any content or use of Mobile Banking is available for use in

locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Privacy and User Information

You acknowledge that in connection with your use of the services, Cattlemens Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively “User Information.”). Cattlemens Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the services as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Cattlemens Bank and its affiliates and service providers also reserve the right to monitor the use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. You acknowledge that in connection with your use of Mobile Banking, Cattlemens Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Cattlemens Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Restrictions on Use

You agree not to use the services and software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules, and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (a) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to

whom you do not otherwise have a legal right to send such material; (b) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (c) material or data, that is illegal, or material or data, as determined by Cattlemens Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials that could harm the reputation of Cattlemens Bank or any third-party service provider involved in the provision of the services; (d) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (e) viruses, Trojan horses, worms, time bombs, cancelbots, or another computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (f) any material or information that is false, misleading, or inaccurate; (g) any material that would expose Cattlemens Bank or any third-party service provider involved in providing the services, or any other third party to liability; or (h) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized, or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

Disclosures Federal law requires that we obtain your consent before providing required account disclosures electronically. Therefore, your acceptance of this Agreement provides consent to us to deliver your required disclosures electronically.

Indemnification You agree to indemnify, defend and hold harmless Cattlemens Bank, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law of rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

Limitation of Liability

The mobile banking app, the services, and related documentation are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. In particular, we do not guarantee continuous, uninterrupted or secure access to any part of our service, and operation of the mobile banking app or the services may be interfered with by numerous factors outside of our control. Some states do not allow the disclaimer of certain implied warranties, so the foregoing disclaimers may not apply to you to the extent they are prohibited by state law. You acknowledge and agree that from time to time, the mobile banking app and the services may be delayed, interrupted or disrupted for an indeterminate amount of time due to circumstances beyond our reasonable control, including but not limited to any interruption, disruption or failure in the provision of the services, whether caused by strikes, power failures, equipment malfunctions, internet disruption or other reasons. In no event shall we or our affiliates or licensors or contractors or the employees or contractors of any of these, be liable for any claim arising from or related to the services that are caused by or arises out of any such delay, interruption, disruption or similar failure. In no event shall we or our affiliates or licensors or contractors or the employees or contractors of any of these, be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or loss of goodwill or lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the mobile banking app, or the services, or the websites through which the mobile banking app or the service offered, even if such damages were reasonably foreseeable and notice was given regarding them. In no event shall we or our affiliates or licensors or contractors or the employees or contractors of any of these be liable for any claim, arising from or related to the mobile banking app, the services or the website through which the app or the services is offered, that you do not state in writing in a complaint filed in a court or arbitration proceeding within two (2) years of the date that the event giving rise to the claim occurred. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. Our aggregate liability and the aggregate liability of our affiliates and licensors and contractors and the employees and contractors of each of these, to you and any third party for any and all claims or obligations relating to this agreement shall be limited to direct out of pocket damages up to a maximum of \$500 (five hundred dollars). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

Remote Deposit Capture

Capture Agreement Terms and Conditions of the Mobile Banking and Mobile Check Deposit Service This agreement, called the Mobile Check Deposit Terms and

Conditions, outlines the rules that govern your use of Cattlemens Bank's Mobile Banking and Mobile Deposit Capture Services. Cattlemens offers the Program for the electronic clearing of checks, which enables Customers to convert checks that are drawn on or payable at or through the United States Financial Institutions to electronic items, and to transmit those items electronically for deposit into the Customer's Account at Cattlemens. Customer desires to use the Program to electronically transmit and process digitized images of checks for deposit and collection purposes. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules that control your account(s) with us. If you accept this agreement or open or continue to use the account or app, you agree to these rules. Also, you agree Cattlemens Bank may change or discontinue the terms and conditions for the Mobile Check Deposit service at any time. In this agreement, the words "you" and "your" refer to you as the customer entering this agreement, and also includes anyone else authorized by the account holder to exercise control over the account holder's funds through the services. The words "we," "us," and "our" refer to Cattlemens Bank. The mobile banking and mobile remote deposit capture services are designed to allow you to view activity, transfer money, pay bills and make deposits into qualifying accounts using your supported mobile device. The App is considered part of the Service. Mobile Deposit Services are made available to Cattlemens Bank customers at the sole discretion of Cattlemens Bank and may not be available to all customers.

Service Definitions

"Mobile Check Deposit" and "Program" refer to the remote deposit capture service that allows customers to deposit qualified checks electronically at Cattlemens Bank. "Check" means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Customer. See the complete list of items that are not eligible for Mobile Check Deposit [Note: Cattlemens Bank processing of items that does not meet this definition shall not constitute a waiver by Cattlemens Bank or obligate it to process non-conforming items in the future. Cattlemens Bank may discontinue processing of nonconforming items at any time, without cause or prior notice.]

"Check Image" means an electronic image of an original paper check that is created by you, us or another bank or depository institution in the check collection system.

"MICR Data" refers to the information embedded in the routing, transit, account and check serial numbers printed in the Magnetic Ink Character Recognition characters at the bottom of checks. "Check Image Metadata" means information about the Check Image, as well as pointers to the actual image data also known as image tags. "Your System" means the mobile device, computer hardware, software and web-based applications you use to prepare Electronic Deposits. "Equipment" means equipment and hardware that has been approved by Cattlemens Bank for Customer's processing

of Checks through the Program. “Electronic Deposit” means a paper check that is electronically captured and transmitted to Cattlemens Bank to deposit, process and collect. “Banking Day” means a calendar day on which the Federal Reserve Bank of Kansas City is open for business.

Processing Options

As part of a Mobile Check Deposit, checks may be processed as a check image. You capture and convert checks received into check images and transmit check images to us for processing and collection. We will collect check images through Cattlemens’ check collection system by presenting and exchanging check images for collection. The image of an item transmitted to Cattlemens Bank using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Bank, or any other regulatory agency, clearinghouse or association.

Determination of Items Eligible for Mobile Check Deposit

Cattlemens Bank shall have no liability to you or any other person in the event that your deposited check is processed, or converted by us, to a check image. Only a check or draft, payable on demand, and drawn on or payable through or at an office of a financial institute, is eligible for deposit as a check image. The following items are not eligible for Mobile Check Deposit, and you agree that you will not use the App to scan and deposit any checks or other items as shown below. a. Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into; b. 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 of or suspect, or should know of or suspect are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; c. Checks or items drawn on a financial institution located outside the United States; d. Checks or items that are substitute checks or remotely created checks, as defined in Reg CC, and checks that have been previously submitted through the service or through a remote deposit capture service; e. Checks or items not payable in United States currency; f. Checks or items dated more than 6 months prior to the date of deposit; g. Checks or items on which a stop payment order has been issued or for which there are insufficient funds; h. Checks or items prohibited by our current procedures relating to the service or which are otherwise not accepted under the terms; i. Checks with any endorsement on the back other than that specified in this agreement; j. Insurance drafts made out to multiple payees; k. Credit card cash advance checks; l. Any other class of checks or drafts as identified by us to you from time to time. We may return or refuse to accept all or any part of a deposit to your Cattlemens Bank account using the program at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored or returned. You

must physically endorse each paper check with your signature and ensure that all other necessary endorsements are obtained prior to capturing check images for transmission to us. 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.

Representations and Warranties of Customer

Customer represents and warrants that with respect to each check and corresponding electronic Item: a. Customer is entitled to enforce the check and electronic item; b. Customer has obtained any necessary authorization from the drawer to digitize the check and treat the drawer's signature on the electronic item as an original signature for all purposes; c. All signatures on the check and electronic item are authentic and authorized; d. The check is not a counterfeit item; e. The electronic item is a digitized image of the check and to the best of the customer's knowledge accurately represents all of the information on the front and back of the check as of the time the check was converted to an electronic item; f. You will only transmit eligible items; g. You will not transmit duplicate items; h. You will not deposit, redeposit, or represent the original check with Cattlemens Bank or any other party; i. The check and electronic item are not subject to a defense or claim in recoupment of any party that can be asserted against Customer; and j. Any returned electronic item is enforceable against the customer and the drawer of the check.

Capture of Checks and Check Information
You shall be responsible for accurately capturing an image of each paper check and the correct dollar amount of the check into your system. In the event the condition of a paper check precludes a complete automated read, you shall be responsible for visually inspecting the check. You shall also be responsible for the inspection of all check images to ensure the legibility of the check image, and for ensuring that any and all information on a paper check is accurately captured and legible in the resulting check image. You acknowledge that current image technology might not capture all security features contained in the original paper checks, and agree to assume any and all losses resulting from claims based on security features that do not survive the image process. You acknowledge that we do not verify the accuracy, legibility or quality of the check image or MICR Data prior to processing an electronic deposit. At our sole discretion, we may reject, repair, alter, amend, reformat or convert the check image metadata or MICR data submitted in an electronic deposit in accordance with general check collection practices and industry presentment standards, but we shall have no obligation to reject, repair, alter, amend, reformat or convert the check image metadata or MICR data. If we require that you comply with certain formatting standards or other guidelines when submitting electronic deposits and you decline to implement, or comply with, such standards or guidelines, you acknowledge that Cattlemens Bank will not be liable for any error or loss that results from our processing of an electronic deposit or from reformatting or conversion of the

electronic deposit prior to processing. Cattlemens Bank will not be liable to you for failure to process an electronic deposit, or any error that results in processing or collecting an electronic deposit for any of the following reasons: you did not provide us with full and correct MICR data and dollar amount from the original paper check; you have not provided an accurate and legible image of the original paper check; you did not comply with formatting standards or other guidelines we require; or you have violated this agreement, any applicable user manuals or reference guides, or any other agreement between you and Cattlemens Bank.

Upload of Electronic Deposit

You shall upload the electronic deposit to us on or before the 8:00 pm Central Time daily electronic deposit cut-off time. Any electronic deposit received by Cattlemens Bank after 8:00 pm Central Time daily cut-off shall be deemed to have been received by Cattlemens Bank at the opening of its next banking day. The performance of the electronic deposit services may be affected by external factors such as the issues with communication networks. You are responsible for the transmission of the electronic deposit until the Remote Deposit Capture System reports a successful acknowledgment of receipt of the transmission. An electronic deposit is considered received when the entire electronic deposit in which that electronic deposit is contained is received by us in accordance with the paragraph above. If only a portion of the electronic deposit is received by us for any reason, including without limitation a failure during the transmission to Cattlemens Bank, the electronic deposit is deemed to have not been received by us including any check image contained in the portion of that electronic deposit that was received. We will process electronic deposits received from you via check image collection only. Mobile Check Deposit will not process substitute checks or checks through ACH conversion. Availability of Funds You agree that qualified checks deposited using the services are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. In general, if an Electronic Deposit through the service is received and accepted on or before 8:00 pm Central Time on a Banking Day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next banking day we are open. Your funds will usually be available within the next two business days. Please Note: All deposits are subject to verification and can be adjusted upon review. We may delay the availability of funds based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. We will notify you by letter, email, or phone if an extended hold is placed on your deposit.

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or a number of electronic deposits that you transmit using your system and to modify such terms. 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 a 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. Daily and multi-day deposit dollar and count limits may vary and are subject to change at our sole discretion without prior notification to you. Returns You agree we may charge your account for any and all returned items. This includes a returned check image.

Rejected Deposits

We reserve the right to reject any deposit (as an Electronic Deposit or otherwise) for any reason. We will notify you of the rejection of any deposit by letter, e-mail or phone call. Accuracy and Timeliness of Mobile Check Deposit We will use reasonable efforts to provide Mobile Check Deposit services in a prompt fashion, but shall not be liable for temporarily failing to deliver this. If this happens, you shall be responsible for conducting banking business through alternative channels. We shall not be liable for any inaccurate or incomplete information with respect to transactions that have not been completely processed or posted to our deposit or payments system prior to being made available pursuant to the Mobile Check Deposit Remote Deposit Capture System. Information with respect to all transactions is provided for your convenience, and you shall have no recourse to us as to use of such information.

Retention and Destruction of Original Items

In the event we determine, at our sole discretion, that we need the original paper check to collect a returned Check Image, you shall be responsible for providing the original paper check to us. If the original paper check has been destroyed, you shall be responsible for providing a replacement check. To mitigate fraud or the presentment of duplicate items, you agree to clearly mark "Electronic Deposit on Date" (the date being the day, month, and year of your deposit) in a blank area on the top half of the front of the original paper check after successfully capturing the Check Image and receiving confirmation that the item was received and accepted by us for deposit. You will be responsible for the secure retention, storage, and destruction of the original paper check for a minimum of 45 days from the transmission date. You will retain and store the original paper checks in a secure and locked container that is only accessible by persons needing to access them. During this retention period and upon our request, you agree to provide us with the original paper check(s) to process a payment or resolve a dispute arising from an Electronic Deposit. Once the retention period has expired, you will securely destroy original paper checks that you used to make Electronic Deposits. Errors You agree to notify CattleMens Bank of any suspected errors regarding items deposited through the Services right away, and in no event later

than 60 days after the applicable account statement is sent. Unless you notify Cattlemens Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Cattlemens Bank for such alleged error.

Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in Cattlemens Bank's sole discretion subject to the Depository Agreement and Disclosures governing your account. Your Responsibility and Indemnity With respect to each check image or electronic deposit that you transmit to us, you shall indemnify and hold Cattlemens Bank, its licensors and providers of service, and their respective directors, officers, employees and agents, harmless from and against any and all claims, demands, damages, losses, liabilities, penalties, and expenses (including, without limitation, reasonable attorney's fees and court costs at trial or an appeal) arising directly or indirectly: a. From your breach of a representation or warranty as set forth in the "Representations and Warranties" section above; b. As a result of any act or omission by you in the capturing, creating or transmission of the check image or electronic deposit, including without limitation the encoding of MICR data from the original paper check; c. From any duplicate, fraudulent or unauthorized check or Check Image; d. For any loss caused by our acceptance or creation of a Check Image instead of presentment of the original paper check; e. From any other act or omission arising out of our action or inaction taken pursuant to any request by you or pursuant to this Agreement. This section shall survive termination of the agreement.

Equipment/Data Service

To use the service, you must obtain and maintain, at your expense, a supported mobile device with compatible hardware as specified by Cattlemens Bank. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data service will be compatible with Cattlemens Bank mobile app. Message and data rates may apply.

Limited Use

You may use the service and Remote Deposit Capture System for business or personal use for as long as we in our sole discretion provide Mobile Check Deposit to you.

Fees

This service is provided to you at no charge. Cattlemens Bank reserves the right to change fees from time to time upon thirty (30) days prior written notice. If you continue to use the service after the fee becomes effective, you agree to pay the fee, which may change from time to time. You are responsible for any fees or other charges your wireless carrier may charge for any related data or message services.

Security Procedures

You shall comply with all security procedures for the service established by us or set forth in any written user requirements communicated to you. You are solely responsible for (a) maintaining your own internal security procedures, (b) safeguarding the security and confidentiality of any information obtained from your deposited checks, check images, and other information that is either printed from, stored on or downloaded to your system, Remote Deposit Capture System, or your other computer/data systems or portable media; and (c) preventing errors or unauthorized access to the Remote Deposit Capture System. 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 entered using the access information. 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 if we believe that any loss, theft or unauthorized use of access information has occurred. 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 this service. Your continued use 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. We shall have no liability for any such interruptions, delays or errors.

Applicable Law and Jurisdiction

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the state indicated in the Account Agreement, excluding its conflict of law principals, the parties shall submit to a venue in and jurisdiction of the courts as provided in the Account Agreement.

Arbitration

Any dispute, controversy or claim arising out of or based upon the terms of this agreement or the transactions contemplated hereby shall be resolved by arbitration pursuant to the terms of the Account Agreement.

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for Cattlemens Bank Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and Cattlemens Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow

anyone who has a fingerprint stored on your device access to your personal and payment account information within Cattlemens Bank Mobile Banking. Cattlemens Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Cattlemens Bank Mobile Banking. Android is a trademark of Google Inc.

Card Management Additional Terms

The card management feature is offered by CATTLEMENS BANK (referred to herein as “Card Services”, “us”, “we” or “our”) for use by CATTLEMENS BANK cardholders. CATTLEMENS BANK’s card management feature is intended to allow You to initiate certain payment card related activities for Your enrolled CATTLEMENS BANK card(s) via the card management feature. Those activities may include the ability to but not limited to: • Register the card • Activate and deactivate the card • Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“Controls”) • Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“Alerts”) • View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information) • Report Your card as lost or stolen • Review Your spending by merchant type and/or by month • View a list of merchants storing Your card information for recurring or card-on-file payments The card management feature may enable access to CATTLEMENS BANK and third parties’ services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at https://link.edgepilot.com/s/37678df2/-BaPaWctQUKJZJBFXj9qKw?u=http://maps.google.com/help/terms_maps. Html and the Google Legal Notices found at https://link.edgepilot.com/s/48b1b14d/ZIBm-bE7ykKglo9fx9Q38Q?u=https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card management feature allows You to access third party services, CATTLEMENS BANK and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You. You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts. CATTLEMENS BANK reserves the right to send administrative

and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in CATTLEMENS BANK's card management feature. Availability/Interruption. You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device ("Notification") is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas. If You registered to receive Notifications to Your mobile device, the card management feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. CATTLEMENS BANK does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas. You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address. You acknowledge and agree that neither CATTLEMENS BANK nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither CATTLEMENS BANK nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. CATTLEMENS BANK, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.