



Merchants and Planters Bank Go Mobile Deposit Terms and Conditions

This Agreement contains the terms and conditions for the use of Merchants and Planters Bank (“Bank”) Go Mobile Deposit Services. Your use of the Services constitutes your acceptance of this Agreement. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us.

Your carrier’s message and data rates apply and are your responsibility.

Questions? Call the Online Banking Department at (870)523-3601 during normal business hours or email ebanking@mandpbank.com.

To stop Go Mobile Deposit Services, please contact any M&P Bank location by mail, phone, or email, and indicate that you wish to discontinue the Services.

Privacy and User Information. You acknowledge that the Bank and its affiliates and service providers, and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information from you or other sources (collectively “User Information”). Bank and its affiliates and service providers reserve the right to use and disclose User Information as reasonably necessary to deliver Mobile Banking, Mobile Deposit, and other services to you 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. Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and Mobile Deposit services 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.

Restrictions on Use. You agree not to use Mobile Banking, Mobile Deposit, or Bank’s systems for any illegal, fraudulent, unauthorized or improper manner or purpose. You agree to comply with all applicable laws, rules, and regulations. You agree not to attempt to: (a) access any systems 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 Mobile Banking, Mobile Deposit, or Bank’s systems, the security of Mobile Banking, Mobile Deposit, or Bank’s systems; (d) interfere with other customers or otherwise abuse Mobile Banking, Mobile Deposit, or Bank’s systems.

Service Description. Go Mobile Deposit services (the “Services”) are designed to allow you to make deposits to your checking or savings from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to Bank or Bank’s designated processor. Bank reserves the right to convert the images and information that you submit into another format and to collect the item in that format. You agree that the image of the check transmitted to Bank shall be considered an “item” within the meaning of Article 4 of the Uniform Commercial Code.

Fees. Currently there is no fee for check(s) deposited via Mobile Deposit.

System Requirements. You must have a mobile device that is acceptable to Bank and a wireless plan from a compatible carrier. You must also have and use an operating system and the applications that Bank and/or its service provider(s) specify from time to time. Bank is not responsible for your mobile

device or the systems or applications you need to use the Services. You are solely responsible for all recommended maintenance, repairs, upgrades, and replacements. Bank is not responsible for, and you release Bank from, any and all claims or damages resulting from, or related to, any computer virus, unauthorized access or other problems associated with using your mobile device, emails, text messages, or the Internet. You agree not to transmit to Bank any virus, malicious functionality, or other undisclosed feature that may have an adverse impact on Bank or its systems.

Deposit Limits. Bank reserves the right to establish and assign limits for the Services (including limits on the dollar amount of your deposit, the number and frequency of your deposits, and the number of checks within a deposit) and to modify such limits from time to time at Bank's sole discretion. You agree to comply with all such limits. Bank may allow these limits to be exceeded at its sole discretion.

Availability of Funds. You acknowledge that Mobile Deposits are not subject to Bank's normal funds availability policy. However, if an image of an item you transmit through the Service is received and accepted before 5:00 PM CST on a business day that Bank is open, Bank may consider that day to be the date of your deposit. Otherwise, Bank may consider the deposit as though made on the next business day Bank is open. A business day is defined as Monday through Friday, excluding federal holidays. Funds from Mobile Deposits will generally be available within two business days from the day of deposit. Bank may make such funds available sooner based on factors as credit worthiness, the length and extent of your relationship with Bank, transaction and experience information, and such other factors as Bank, in its sole discretion, deems relevant.

Eligible Items. You may not use the Services to deposit any item other than an ordinary bank check which is made payable to you, which you would otherwise be permitted to deposit in paper form and which Bank agrees is eligible for Mobile Deposit. The following are not acceptable for deposit:

1. Items drawn on a financial institution located outside of the United States.
2. Items payable to any person or entity other than you (sometimes referred to as third party checks).
3. Items that are reproductions of the original check (e.g., substitute checks).
4. Items not payable in United States currency.
5. Items dated more than 6 months prior to the date of deposit.
6. Items that are marked non-negotiable or which are damaged, illegible, or incomplete.
7. Items that have been returned for any reason (such as checks returned "non-sufficient funds" or "refer to maker") or items that have already been deposited.
8. Items that have been altered.
9. Items that do not bear the actual signature of the person on whose account the check is drawn (i.e., remotely created checks).

You agree not to make duplicate deposits of the same check. You agree not to deposit with Bank any item that you have previously deposited with Bank, any item that you have previously deposited with another bank or any item that you have previously transferred to anyone else, regardless whether the previous deposit or transfer was of the original check or an image of the check.

Your Responsibility. Each time you make a Mobile Deposit you represent and warrant to Bank that (i) the check being deposited is payable to and endorsed by you, reflects a bona fide payment to you by the drawer of the check and is not being deposited, directly or indirectly, for the benefit of any other person or entity; (ii) you are not aware of any reason that the check being deposited will not be paid; and (iii) as to each check being deposited: (1) you are a person entitled to negotiate the check; (2) the check has

not been altered; (3) the check bears all endorsements applied by parties that previously handled the check in any form (if any); and (4) no person will be charged for the check, or another paper or electronic representation of the check, such that they will be asked to make payment for a check that they have already paid. You also accept the same responsibilities and liabilities for each deposited check and the item that Bank converts it into that you would have had if you had deposited the original check in person.

Image Quality. You are responsible for transmitting to Bank an accurate image of the front and back of each check you are depositing and for assuring that the information you transmit with the image accurately reflects the image. Images must be completely legible and satisfy the standards Bank requires from time to time. Bank's requirements include, but are not limited to, ensuring that the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

Endorsements. You agree to clearly and properly endorse each item you transmit for deposit through the Services and to include the restriction "FOR MOBILE DEPOSIT ONLY" in such endorsement (or such other restrictive endorsement as Bank may require from time to time). You agree to follow any and all other procedures and instructions for use of the Services as Bank may establish from time to time. Endorsements must be made on the back of the check within 1 ½ inches from the top edge, although Bank may accept endorsements outside of this space. Any loss Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

Availability of Service. Services are not guaranteed to be available at all times. In the event you are unable for any reason to make a deposit using the Service, you may attempt to deposit the original check(s) at a branch office. The deposit of original checks at any office of Bank shall be governed by the terms and conditions of your deposit account agreement and not by the terms of this Agreement. Bank does not assume responsibility for any technical or other difficulties you may experience when using the Services.

Rejection of Deposits. An image of an item shall not be considered received until you receive a confirmation from Bank that it has received the image. Receipt of a confirmation does not mean that the transmission was error free or complete. All deposits received by Bank are subject to verification and final inspection. Bank may reject any deposit which it receives for any reason or no reason. Bank is not liable for any service or late charges that may be imposed against you due to Bank's rejection of any deposit. In all cases, you remain responsible for any loss or overdraft and any applicable fees that result from the rejection of any deposit. You acknowledge and agree that, while Bank normally provides notice of rejected deposits, Bank may reject any Mobile Deposit in its sole discretion without notice to you and will not be liable for any such rejection or failure to notify you of such rejection. If Bank rejects a Mobile Deposit, you may attempt to deposit the original check at a branch. You are solely responsible for verifying that checks that you deposit by using the Service have been received and accepted for deposit by Bank.

Provisional Credit; Returned Checks. The credit for each deposit Bank accepts is provisional; Bank may charge back to your account the amount of any items which are returned unpaid. Bank will normally

provide you with notice of any deposited checks which are returned unpaid. In the event that Bank credits your account for a check that is subsequently returned, you authorize Bank to debit the amount of the check plus any associated fees from your account. To the extent that funds in your account are insufficient, Bank may debit any of your other account(s) with Bank. Bank's right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. Returned items will be made available to you in the form Bank chooses (for example, an image). You agree to comply with any additional instructions Bank may provide to you in connection with returned checks.

Storage, Security and Destruction of Checks. After you receive confirmation that Bank has received an image, you must securely store the original check until you verify on your account statement that the deposit was successfully completed. The original check should be destroyed after you verify the deposit was successfully deposited to your account. Upon Bank's request from time to time, you will deliver to Bank within two business days, at your expense, any original check in your possession. If not provided in a timely manner, the amount of the check may be reversed from your account. To properly destroy an original check, first mark it "VOID" and then destroy it by cross-cut shredding or another method that assures complete destruction of the item. You agree to notify Bank immediately if any original check is lost or stolen before it is destroyed.

Re-Deposit of Checks. Once you have used the Service to deposit a check, you must not re-deposit the original check or any image, reproduction or other form of that check with Bank or any other bank, you must not transfer the check or any image, reproduction or other form of that check to any other person or entity, and you must not attempt to cash the check with any other person or entity. You may not redeposit any previously deposited check which is returned to Bank unpaid. You agree that Bank may debit from your Bank account the aggregate amount of any duplicate deposits and any checks that are deposited more than once. To the extent that funds in your account are insufficient, Bank may debit any of your other account(s) with Bank. You understand that you are responsible if anyone is asked to make a payment based on the original check or any image, reproduction, or other form of that check that has already been paid.

Changes. Some of Bank's services have qualification requirements, and Bank reserves the right to change those requirements at any time without prior notice. Bank reserves the right to suspend or discontinue your use of the Services at any time without prior notice to you. Bank also 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. This Agreement is subject to change by Bank from time to time. If you disagree with a change you may discontinue using the Services. Your continued use of the Services will indicate your acceptance of the revised Agreement.

Security; Authentication Method. Bank may require communications and instructions from you to be provided using a user ID, password, token code and/or other code or authentication method (referred to herein collectively as your "Authentication Method"). You agree that Bank is entitled to act upon any communications or instructions Bank receives under your Authentication Method. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You also agree to: (i) protect your mobile device against loss, theft, or unauthorized use; (ii) protect your mobile device against viruses, key loggers, malware, and other unwanted functionalities; and (iii) follow any security guidance that Bank provides from time to time. You must not use your mobile device on an unsecured network (such as public WiFi) or from a location outside the United States and must not leave your mobile device unattended while logged into Mobile Banking; you

should close the Mobile Banking application when you are not using it. You agree to notify Bank immediately if your mobile device is lost or stolen or if you believe the security of your Authentication Method has been compromised. FAILURE TO PROTECT YOUR MOBILE DEVICE OR YOUR AUTHENTICATION METHOD MAY RESULT IN SOMEONE ELSE ACCESSING THE SERVICES OR YOUR ACCOUNT IN YOUR NAME. You are liable for all transactions made or authorized with the use of your Authentication Method. Bank has no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations to Bank. Any communications or instructions Bank receives from you using your Authentication Method shall be considered "in writing" and shall have the same force and legal effect as a writing signed by you.

Errors. You agree to notify Bank immediately at (870) 523-3601 of any suspected errors regarding the Services or your account or Mobile Deposits. Your notice must be promptly confirmed in writing sent to Merchants and Planters Bank, PO Box 650, Newport, AR 72112. If you fail notify to Bank within 60 days after the applicable Bank account statement is sent, such statement shall be deemed correct for all purposes, and you will be considered precluded from bringing a claim against Bank with respect to any matter reflected on such statement.

Governing Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Arkansas notwithstanding any conflict-of-laws doctrines to the contrary. Any litigation arising out of this or related to this Agreement or your use of the Services shall be commenced and maintained exclusively in a court of competent jurisdiction in the state of Arkansas.

Disclaimer of Warranties. USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES AND ALL INFORMATION PROVIDED VIA THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. BANK MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

LIMITATION OF LIABILITY. Bank is not responsible for your communications, instructions or Mobile Deposits unless and until Bank actually receives them in a readable form. YOU AGREE THAT BANK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) AND REGARDLESS OF WHETHER BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. Bank is not responsible for any failure or delay in performance caused by an event beyond its reasonable control, such as but not limited to, an Act of God, flood, fire, electrical, equipment or communications failure, or third-party act or omission. Bank is not responsible for the actions, failures or insolvency of other banks or for the loss, destruction, or interception of items or information in transit. Any claim, action, or proceeding arising out of this Agreement or the Services (including claims related to any error that you have previously given Bank notice of) must be commenced within one year from the first occurrence of the event giving rise to the claim, action, or proceeding.

Indemnification. You agree to indemnify, defend, and hold Bank harmless from and against any and all liabilities, claims, demands, losses, costs, damages, and expenses (including reasonable attorneys' fees)

arising out of or related to: (i) any third party claim made against Bank that arises out of or relates to any check, item, image, or other incoming work Bank receives from you; (ii) any other third party claim based on Bank's provision of the Services to you, including any claim arising out of responsibility that Bank has to others for handling or being associated with any check, item, image, or other transaction on your behalf; (iii) your acts or omissions or breach of this Agreement; or (iv) Bank acting on your requests, communications, instructions, or Authentication Method. You are not required to indemnify Bank for its own willful misconduct.

Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior communications and agreements between the parties with respect to that subject matter, except that the terms of conditions governing your deposit account with Bank shall continue to apply. To the extent that these terms conflict with any separate deposit account terms, these terms control.