PILOT GROVE SAVINGS BANK END USER AGREEMENT

The primary licensor for Pilot Grove Savings Bank's mobile banking service is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our mobile banking service, you hereby agree as follows:

(i) General. Access to our mobile banking service via your mobile device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the mobile banking service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the mobile banking service.

(ii) Source of Information. The mobile banking service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iii) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the mobile banking service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(iv) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the mobile banking service, you are voluntarily supplying that content to Provider for the purpose of providing the mobile banking service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the mobile banking service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving

Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the service you are assuming those risks.

(v) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the mobile banking service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vi) Disclaimer of Warranty. THE MOBILE BANKING SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGMENT. NO WARRANTY IS PROVIDED THAT THE MOBILE BANKING SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE MOBILE BANKING SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE BANKING SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(vii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions

will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the application. For example, it tracks how many visitors the application has, which screens they spend time on, what kinds of operating systems and mobile devices they use, and how they found the application. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this application for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at http://www.google.com/policies/privacy/partners/.

ONLINE BANKING AGREEMENT AND DISCLOSURE

Pilot Grove Savings Bank is pleased to offer you Online Banking. Our Online Banking product, Banno Online, allows you to conduct your banking from the convenience of your home, work, or wherever you have access to the Internet.

Enrollment Instructions

You must be 13 years or older in order to have access to an Online Banking account with Pilot Grove Savings Bank. As an accountholder with Pilot Grove Savings Bank, we welcome you to enroll for Online Banking. You may enroll for this service online via our website at <u>www.pilotgrovesavingsbank.com</u> or by filling out a paper enrollment form. Enrollment forms are available at all branch locations and on our website.

Introduction

This Online Banking Agreement and Disclosure governs your use of Online Banking. Throughout this agreement, the Agreement and Disclosure will be referred to as "Agreement". By using Online Banking, you agree to all of the terms of this Agreement. Please read it carefully and retain a copy for your records.

The Service

In consideration of the Online Banking Services ("Services") to be provided by Pilot Grove Savings Bank ("Bank"), the words "Customer", "You", "Your", refers to the person(s) subscribing to or using the Service. "We", "Us", "Our", refers to Pilot Grove Savings Bank and any agent, independent contractor, designee, or assignee Pilot Grove Savings Bank may involve in the provision of Internet Banking. "Business Day" refers to any calendar day other than Saturday, Sunday, or any holidays recognized by Pilot Grove Savings Bank.

At the present time, you may use the Online Banking Services to access your accounts and perform the following functions:

- View accounts (balances, activity)
- Schedule a one-time transfer between accounts
- Schedule a recurring transfer between accounts
- Make payment transfers to your Pilot Grove Savings Bank loan accounts
- View and print accounts statements and histories
- Download transactions to various financial software programs

Service Limitations

The following limitations for Online Banking Service transactions may apply in using the services listed above:

You may make funds transfers to other accounts of yours as often as you like. You may transfer or withdraw up to the current balance of your account, except as limited under this Agreement or your deposit or loan agreements. You will not be allowed to make transfers from accounts that require two or more signatures for withdrawals.

By requesting us to make a transfer through the use of the Services, you are authorizing us to (1) complete that transfer without the necessity of further instructions or signature by you; and (2) deduct the amount of the transfer from your relevant deposit account. The Access ID and password that you use to gain access to the Services and request transfers acts as your signature.

We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Account Information

The account balance and transaction history information will be limited to recent account information involving your accounts. The availability of funds for transfer or withdrawal may be limited by when ATM transactions are posted and by our Funds Availability Policy. Our policy is to make funds available to you on the first business day after the day we receive your deposit/transfer. For determining the availability of your deposits/transfers, every day is a business day, except Saturdays, Sundays, and Pilot Grove Savings Bank holidays. If you make a transfer before 4:00 p.m. CST on Monday through Friday on a business day that we are open, we will consider that to be the day of your transfer. However, if you make a transfer after 4:00 p.m. CST on Monday through Friday or on a day we are not open, we will consider that the transfer was made on the next business day we are open.

E-Mail

Online Banking customers may use general e-mail from our web site for non-urgent communications with us. You should not rely on e-mail for important or time-sensitive

notices to us such as stop payment orders, for reporting a lost or stolen PIN, Password, credit or debit card, for reporting an unauthorized transaction from your account(s), or for giving us billing error notices E-mail may not be used to request transfers from your account. In any event, we will not take action based upon general e-mail request until we have a reasonable time to react. We would also caution you against using e-mail for the transmission of sensitive personal information. We reserve the right to terminate Services if e-mail is used for threatening, abusive, obscene, libelous, defamatory or offensive material. Offensive material includes, among other things, sexually explicit messages or other messages that can be construed to be harassment or disparagement of others based on their race, color, religion, disability, age, sex or national origin.

Periodic Statements

Transfers, withdrawals, and bill payments transacted through Online Banking will be recorded on your periodic statement. You will receive a savings statement at least quarterly.

Service Availability

Services will generally be available 24 hours a day, seven days per week. Services may be unavailable at times for security reasons, system update, system problems, phone line problems, or for other reasons.

Fees and Charges

There are no Fees for Banno Online. The service is free for all eligible Pilot Grove Savings Bank customers.

Change in Terms and Notices

We reserve the right to change the terms and conditions upon which this service is offered. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement. We will send you a notice to the postal address provided by you and/or send notice to your E-mail address, as requested by you, at least thirty (30) days before the effective date of any changes, as required by law. Use of the Online Banking Service is subject to existing terms and regulations governing your accounts and any future changes to those terms and regulations.

Monitoring Procedures

By accessing the Services, you hereby acknowledge that you will be entering a protected web site owned by the Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the System, and all persons are hereby notified the use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

Termination of Online Banking Services

You agree that we may terminate this Agreement and your use of the Online Banking Services if you or any authorized user of your account or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code. You can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, terminations of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Your Access ID and Password

Each individual requesting access to Online Banking will receive his or her own 12 digit Banno Online ID. Banno Online ID's will be assigned to individuals once enrolling (either online or by paper form). Once gaining initial access to the system, individuals may personalize their Banno Online ID, which may be anywhere from 4 to 12 characters and may be alpha, numeric, or a combination of both. You will be given a temporary Banno Online PIN to access the system for the first time. Upon logging in for the first time you will be prompted to change your Banno Online PIN immediately. Your Banno Online PIN can be anywhere from 8 to 25 characters and must contain at least one letter, one number and one special character. The Banno Online PIN will not expire. You will be notified via a screen message when it is time for you to change your PIN. If you leave your Online Banking session and do not log out manually, you will automatically be logged out after ten minutes and will need to enter your Banno Online ID and Password again to regain access the system.

Security of Password

Security of your transaction is important to us. Use of the services therefore requires an ID and PIN. If you lose or forget your ID or password, please call us during normal business hours. We accept as authentic any instructions given to us through the use of your ID and PIN. You agree to keep your ID and PIN secret and to notify us immediately if your ID or PIN is lost or stolen or if you believe someone has discovered your ID or PIN. Banno Online allows you to change your PIN and we recommend that you do so regularly. If you are acting on behalf of a business or organization, you should notify the bank of any change of officers, managers or other authorized persons and your PIN number should be changed when these persons change (i.e. corporation, partnership, non-profit organization). Pilot Grove Savings Bank will not call and ask you for your ID or PIN for Online Banking or for any other banking service. If you receive a call from a party requesting sensitive or private information, please call (888) 283-2265 and report it to a customer service representative immediately. We may be liable for certain security breaches to the extent required by applicable law and regulations. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your ID or PIN was used in connection with a particular transaction. If any unauthorized use of your ID

or PIN occurs, you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds. We cannot accept notification via email.

Liability of Unauthorized Access

You are responsible for all transfers and bill pay payments you authorize under this Agreement. If you permit other persons to use the Online Banking Service or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code or accessed your accounts through Online Banking without your authorization. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your Online Banking Account without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your ID and/or PIN, and we can prove we could have stopped someone from using your ID and/or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a trip or hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has used your access code or transferred or may transfer money without your permission, call us at 319-469-3951 or write to us at Pilot Grove Savings Bank, Operations Department, 1341 Pilot Grove Road, Box 5, Pilot Grove, IA 52648.

Error Resolution Notice

In case of errors or questions about your electronic transfers, telephone us at the phone number or write us at the address set forth above in the Liability for Unauthorized Access section as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears.

- Tell us your name and account number
- Describe the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however we may take up to 45 days (90 days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money

during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Financial Institution's Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, we will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you use the wrong Banno Online ID or PIN or you have not properly followed any applicable computer, internet access, or our user instructions for making transfers.
- If your computer fails or malfunctions or Banno Online was not properly working and such a problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunications outages or power failure) prevent making the transfer, despite reasonable precautions that we have taken.
- If the error was caused by a system beyond our control, such as your Internet Service Provider.
- There may be other exceptions stated in our agreement with you.

Limitation of Liability. Except as otherwise provided in this agreement or by law, we are not responsible for any loss, injury or damage, whether direct, indirect, special, or consequential, caused by the Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your personal computer equipment.

Our Internet Web Site

Visitors to the Pilot Grove Savings Bank web site remain anonymous. We do not collect personal identifying information about site users, unless you chose to provide such information to us. Standard software is used to collect and store the following non-identifying information about our visitors: the date and time you access our site, and the Internet address of the web site from which you linked directly to our site. Visitors may elect to provide us personal information via online or by written form. This information is used internally, as appropriate, to handle the sender's request and manage the Pilot Grove Savings Bank web site. It is not disseminated or sold to other organizations. Visitors should keep in mind e-mail is not necessarily secure against interception. If you

do not agree with the use of this information, or are not comfortable with the level of privacy, please contact us as soon as possible.

Equipment

You are solely responsible for the equipment (including, in the case of Online Banking, your personal computer and software) you use to access the Services. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor are we responsible, under any circumstances, for any damage to your equipment or the data residing on it.

Virus Protection

Pilot Grove Savings Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and mobile devices using a reliable virus product to detect and remove the viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to others.

Assignment

You may not transfer or assign your rights or duties under this Agreement.

Waivers

No waivers of the terms of this Agreement will be effective, unless in writing and signed by an officer of this bank.

Governing Law

The laws of the State of Iowa shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound by them.

Indemnification

Customer, in consideration of being allowed access to the Services, agrees to indemnify and hold the Bank harmless for any losses or damages to the Bank resulting from the use of the Services, to the extent allowed by applicable law.

Balance Requirements

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Financial Institution has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations.

Liability

You are solely responsible for controlling the safekeeping of and access to, your Personal Identification Number (PIN). You are liable for all transactions you make even it that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution and arrange to change your PIN. In any event, the Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

Amendment and Termination

The Financial Institution has the right to change this Agreement at any time by notice mailed to you at the last address shown the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

The Financial Institution has the right to terminate this agreement at any time. You may terminate this Agreement by written notice to the Financial Institution.

Mobile Deposit Terms & Conditions

Please carefully review these terms and conditions before proceeding:

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

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

Definitions

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

<u>Equipment</u>

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

Limitations

When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access the Service.

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

Eligible Checks and Items

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

- (a) Checks or items payable to any person or entity other than you.
- (b) Checks or items payable to you and another party.
- (c) Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- (d) Checks or items previously converted to a substitute check, as defined in Reg CC.
- (e) Checks or items drawn on a financial institution located outside the United States.
- (f) Checks or items that are remotely created checks, as defined in Reg CC.
- (g) Checks or items not payable in United States currency.
- (h) Checks or items written off an account located outside at a financial institution located outside the United States.

- (i) Checks or items dated more than 6 months prior to the date of deposit.
- (j) Checks or items that are post-dated, or display a future date.
- (k) Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- (1) Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your Mobile Deposit Account or Pilot Grove Savings Bank Online Banking Agreement.
- (m) Checks which are not legibly written or contain any discrepancies between the check legal amount and the check courtesy amount.

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

Security of Your Mobile Device and Account Information

You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

Image Quality

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

Endorsements and Procedures

Before transmission, you agree to restrictively endorse any check or item transmitted through the Service as "For deposit only, Pilot Grove Savings Bank account #_____" or as otherwise

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

Receipt of Checks and Items; Crediting

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

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

Availability of Funds

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

Disposal of Transmitted Checks and Items

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

After you receive confirmation that we have received an image, and once you receive full credit for the Check, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. Shredding is one way to destroy it. Destroying the Check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Deposit Limits

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

Presentment

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

Promises You Make to Us; Indemnity

You warrant to Pilot Grove Savings Bank that:

(a) You will only transmit eligible checks and items that you are entitled to enforce all checks and items will include all signatures required for their negotiation.(b) Images will meet Pilot Grove Savings Bank's image quality standards in effect from time to time.

(c) You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party, and you will not attempt to deposit or negotiate a check or item that you previously deposited or negotiated to a different financial institution.

(d) You will not deposit or re-present the original check or item with Pilot Grove Savings Bank or any other party.

(e) All information you provide to Pilot Grove Savings Bank is accurate and true, including that all images transmitted to Pilot Grove Savings Bank accurately reflect the front and back of the check or item at the time it was scanned.

(f) You will comply with this Addendum and all applicable rules, laws and regulations.

(g) You will use the Services only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

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

Changes to the Service

We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

Cancellation By You; Termination or Refusal By Us

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

Ownership and License

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

Third Party Beneficiary

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

Liability

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

Miscellaneous

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

Geographic Constraints

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

Account Holder Indemnification

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

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time in our sole discretion. Unless otherwise specified by the Bank, changes to such limits shall be effective immediately upon notice to you via e-mail or the Bank's Web site. These limits may change from time to time without notice to you in our sole discretion. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Currently, deposit limits for consumer customers are 6 items per month or \$1,500 per item and \$4,000 per month. For business customers the limits are 15 items per month or \$1,500 per item and \$10,000 per month.

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