

MOBILE DEPOSIT AGREEMENT MIDWEST BANKCENTRE

This Agreement sets out the terms on which the Customer can electronically deposit checks in the Customer's accounts at of MIDWEST BANKCENTRE ("MBC").

1. **The Service.** Customer may use the MBC electronic check deposit service (the "Service") to transmit Checks electronically for deposit into Customer's accounts at MBC using electronic scanning and communications devices. The term "Check" means a draft, payable on demand in United States dollars and drawn on or payable through or at an office of a financial institution located in the United States. All obligations of the Customer contained in this Agreement and the Master Services Agreement shall survive the termination of this Agreement or the Services for any reason.
2. **Required Equipment.** It is the responsibility of the Customer to obtain and properly use equipment that is capable of scanning Checks for electronic transmission to MBC. MBC shall have no obligation to provide scanning equipment to Customer and MBC shall have no responsibility for failures in transmissions caused by equipment or software selected by Customer that is incompatible with MBC's systems. Customer will use equipment designated or approved by MBC for using the Services if MBC makes such a designation. Customer will regularly inspect the equipment to assure that it is in proper operating condition. Flatbed scanners may not be used to transmit mobile checks or items.
3. **Standards for Transmissions.** Transmissions of Checks to MBC must meet the following requirements and such other standards as MBC may designate: conform with the ANS X9 standards and specifications as issued by the American National Standards Institute; be payable to the Customer and be endorsed by each payee; contain an image of the front and back of the Check; and bear a magnetic ink character recognition (MICR) line containing all the information appearing on the MICR line of the Check. Only original Checks may be transmitted, Customer may not transfer substitute checks or reproductions of original Checks. It is solely the responsibility of the Customer to assure that Checks are accurately transmitted to MBC and MBC will not be responsible for detecting any errors in the transmission of a Check. If there are any communications, equipment or software outages that prevent Customer from transmitting electronic transactions that Customer must physically deliver Checks to MBC.
4. **Credits to Account.** Checks received in accordance with this agreement by MBC by 7:00 p.m. CST on a Business Day will generally receive same day credit. A "Business Day" is any weekday except for a bank holiday. Funds from deposits may not be available for immediate withdrawal. Please refer to Midwest BankCentre's rules governing funds availability for detail. All credits of Checks to an account of Customer will be provisional pending final collection. MBC shall not be deemed to have received a Check until MBC has acknowledged receipt to Customer. MBC may reject any transmission that does not comply with the terms of this Agreement, without liability of any kind to the Customer. MBC may establish limits on the dollar amount and/or the number of items deposited on any given day or within a period of one calendar month. If an attempt is made to deposit an item over these limits, we may reject the item for deposit.
5. **Customer's Warranties and Representations Regarding Checks.** Customer represents and warrants to MBC the following with respect to each Check transmitted to MBC using the Service: (a) the Check has not been previously deposited with or transferred to any other person or entity; (b) Customer will not deposit or transfer a Check to any other person or entity after it is transmitted to MBC; (c) upon MBC's request Customer will deliver the original Check to MBC for inspection; (d) each Check is payable to Customer and has been duly endorsed by each payee; (e) Customer will safely and securely retain the original Check for a period of 60 days and then destroy the Check; (f) that no Check has been altered or forged in any manner; and (g) Customer will be in possession of the original Check at the time the Check is transmitted to MBC.

6. **Rules Governing Transactions.** The Service will be subject to, and governed by, the Federal Check Clearing for the 21st Century Act, American National Standards X9 specification, Regulation E of the Consumer Financial Protection Bureau (for consumers), Regulations J and CC of the Federal Reserve Board, Uniform Commercial Code Article 3 and 4 and all other laws and regulations that may now or hereafter apply (the “Rules”). The Customer agrees to be bound by the Rules as well as the provisions contained in the Agreement. All representations and warranties relating to presentation or transfer of Checks as set out in the Rules shall apply to any Check that is transmitted by the Customer to MBC hereunder, and the Customer specifically makes all such representations and warranties to MBC with respect to each Check. MBC has no obligation to provide Customer with a copy of the Rules or any changes in the Rules.
7. **Notice.** Notices to the Customer may be given in any manner that MBC is permitted to give other notices with respect to accounts of Customer, to the Customer’s address as shown in the records of MBC. Notices from the Customer to MBC shall be given by registered or certified mail, return receipt requested, postage prepaid or by a nationally recognized courier service, addressed to Midwest BankCentre, 2191 Lemay Ferry Road, St. Louis, MO 63125, ATTN: Client Services. All such notices shall be effective when tendered to the recipient regardless of whether such tender is accepted. If there is more than one Customer for an account, notice to any one Customer shall be considered notice to all Customers.
8. **Governing Law and Venue.** If the arbitration provisions in the Master Services Agreement do not apply, then any litigation arising out of this Agreement shall take place only in the state or federal courts having geographic jurisdiction over St. Louis County, Missouri and Customer and MBC consent to the exclusive jurisdiction of such courts.
9. **Business Customers.** Business customers may be required to complete additional paperwork.
10. **Master Services Agreement.** All terms of the Master Services Agreement between Customer and MBC apply to the Services and are incorporated herein.

(Rev 3-16)