

# Community First Banking Company

## Online Banking Service Agreement and Disclosure Statement

*(For a permanent record, print this page.)*

This agreement states the terms and conditions that apply when you use Community First Online Banking. 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. By signing an application form or by your initial access to Community First Online Banking service, you agree to the terms and conditions of this Agreement.

**DEFINITIONS.** "Bank", "Community First", "we", "us", or "our" refers to Community First Banking Company of West Plains and branches, and "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account with Community First Banking Company and its branches.

**SECURITY.** Community First Online Banking transmits data using SSL (Secure Socket Layer) technology that supports 128-bit key encryption. If your browser does not support 128-bit encryption, you will not be able to access Online Banking. The Community First web server does not connect directly to the Internet. It is buffered from the Internet through the use of firewalls and a service provider interface. All access from outside the bank must go through these firewalls, which screens the requests and allows only valid http traffic to reach the server.

**1. Hardware and Software Requirements.** To be able to use Community First Online Banking, you must provide your own personal computer with Internet access. Community First Online Banking can be accessed through a basic web browser like Microsoft Internet Explorer or Netscape Navigator. (See Security above for encryption requirements.) You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation, and maintenance of your own personal computer and for all related costs. You are solely responsible for scanning the Hardware and the Software for computer viruses and other related problems before you use them.

**2. The Accounts.** You agree to use Community First Online Banking solely for the services described in this Agreement. You may designate multiple accounts in conjunction with your Online Banking access however; accounts that require 2 or more signatures for withdrawal may not have transfer privileges through Online Banking. You may add any account for which you, or all of you if more than one, are depositor, borrower, authorized signer, or authorized user by notifying the Bank or by visiting any Bank branch office. If you close or delete all accounts designated for Community First Online Banking, you will no longer be able to use Community First Online Banking service.

**3. ID and PIN; Confidentiality of PIN.** All Community First Online Banking transactions or inquiries must be initiated by use of your Community First Online Banking Identification (ID) and personal identification number (PIN). We will assign you an ID and PIN after we have accepted your Application. The first time you sign on Community First Online Banking, you will be required to select a new PIN. You will be required to change your PIN every 180 days and may change your PIN more frequently. It is recommended that you do not use your social security number, birthdays, names, or other codes that may be easy for others to determine as your PIN. No Bank employee will ever ask for your PIN, nor should you provide it to anyone unless you intend to allow that person access to your accounts. **YOU AGREE TO KEEP YOUR PIN CONFIDENTIAL. USE OF THE PIN BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION**

**WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH COMMUNITY FIRST ONLINE BANKING.**

If you authorize another person to use your PIN, that person can use Community First Online Banking to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. As such, your sharing of your PIN is strongly discouraged by the Bank, and done at your own risk.

If a third party should gain access to your PIN, you alone are responsible for changing the PIN so as to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your PIN through no fault of the Bank.

You should always exit Community First Online Banking after you finish viewing your accounts. Never leave your computer unattended while accessing Community First Online Banking. If you do, a third party may be able to access your accounts from your terminal, without ever needing to use your PIN.

**4. Business Days.** Business days for the Bank and for Community First Online Banking are Monday through Friday, excluding holidays. You may access the accounts through Community First Online Banking 24 hours a day, 7 days a week. Community First may perform regular maintenance on our systems or equipment, which may result in interrupted service. We will attempt to provide notification in advance of interrupted service.

**5. Online Services.** You may use Community First Online Banking to perform any of the following services designated by you in the Application or subsequently added by you: Maintain Account Alerts, Download Account Information, View Account Balances and Transaction History, Establish Transfers, Make Bill Payments, Debit Card Management, and conduct other banking transactions.

You may perform management functions for your Online Banking service, including changing your PIN and personal ID (Alias), resetting the login count, changing your Online Banking account pseudo names and changing display options.

You may download information about your accounts to certain financial programs or other spreadsheets. You are responsible for setup of this download in order for your financial program or spreadsheet program to accept it.

You may sign up for our Online Banking service by printing the Online Banking application on our website at [www.cfbankco.com](http://www.cfbankco.com) and returning it to one of our offices or by stopping at our bank.

**6. Transfers to and from Accounts.** Online Banking transfers between accounts are considered 'electronic funds transfers' as defined in Federal Reserve Regulation E. Some accounts have transfer limitations, as described in the account disclosure provided to you at the time the account was opened. Any limitations that apply to your account(s) regarding deposits, transfers and withdrawals also apply through Online Banking. You may use Community First Online Banking to initiate electronic fund transfers from deposit accounts (checking or savings) to other deposit accounts or to loan accounts. Transfers may not be made from loan accounts or time accounts (certificates of deposit).

**A. Limitations.** Your ability to initiate bank transfers between accounts may be limited by federal law or by the terms of your agreement with us as described on each account's

disclosure statement you received when that account was opened. You may obtain a new disclosure statement by contacting our bank.

Bank transfers from deposit accounts that are savings or money market deposit accounts are limited as required by federal regulation to no more than 6 preauthorized transfers in any specified period. The specified period for savings and money market accounts is the calendar month. Online Banking transfers are considered preauthorized transfers and must comply with the 6 per month limitation.

Your account must have sufficient funds in order for transfers to be completed. You can not post-date a transfer.

- B. Time of bank transfers, posting.** If you initiate a bank transfer of available funds on or before 6:00 p.m. Central Time on a business day, the bank transfer will be posted on the same business day. If you initiate a bank transfer later than 6:00 p.m. Central Time on a business day, the bank transfer may be posted on the next business day.

**7. Account Information.** You may use Community First Online Banking to receive, download, and store or print information regarding an account that is routinely set forth in the statement for the Account, debits and credits made to the account, amounts and item numbers for items drawn on the account (if applicable), and the daily account balance (including interest credited to a Deposit Account and finance charges accrued on a Credit Account). Because the information made available to you is 'posted data', it may not include transactions that have not yet been posted to your account for that business day. You will still receive your usual periodic printed statement of account.

**8. Electronic Mail Service.** You may use Community First Online Banking to send electronic mail ("e-mail") to us. The e-mail service may not be used to make bank transfers between accounts. E-mail transmitted by you to us via Community First Online Banking may not be delivered to us immediately. **If you need to contact us immediately to report an unauthorized use of your PIN, to report unauthorized access to an account, or for any other reason, you should call us at 417-255-2265 for our West Plains Office or 417-926-3820 for our Mountain Grove Office.** We will not be responsible for acting on or responding to any e-mail request made through Community First Online Banking until we actually receive your e-mail message and have a reasonable opportunity to act. You should check your e-mail regularly; we will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may affect your use of Community First Online Banking.

**9. Additional Service.** We may, from time to time, make additional services available through Community First Online Banking. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any additional instructions, procedures and terms provided to you with respect to each of these new services.

**10. Fees and Charges.** In consideration of our making the Community First Online Banking services available to you, you agree to pay, and you authorize us to automatically debit to the applicable account for the following fees:

**Access to the Community First website is furnished at no charge to the customer. Access to Community First Online Banking is furnished at no charge to the customer. This includes viewing your accounts, current transactions, viewing a range of transactions between dates, transferring funds from one account to another and viewing previous statements.**

**For customers entering stop payments, a one time fee of \$25.00 will be automatically assessed from the account the stop payment order is being placed on. This fee will be assessed on the same business date that the transaction is processed.**

**Stop payments are in effect for six months from the date entered. Stop payment fees may change from time to time and notification of these fee changes will be provided through the Community First Schedule of Fees provided to each customer 30 days in advance of fee changes.**

You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, Internet access service charges, tools tariffs, and other costs for online sessions initiated by you. There may be other costs and charges associated with your accounts, such as overdraft charges. Please refer to the Schedule of Fees for details.

**11. Errors and Adjustments.** We agree to correct any error made in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.

If you become aware of any errors on your accounts, notify the bank immediately by calling 417-255-2265 for the West Plains Office, 417-926-3820 for the Mountain Grove Office or writing to the bank at P.O. Box 678, West Plains, MO 65775. Your bank deposit account statement contains information on the specific timelines in which electronic transfer errors must be reported.

**12. Bank's Liability for Failure to Make or Stop Certain Electronic Fund Transfers.** If we do not complete an electronic fund transfer to or from an account in a reasonable amount of time or in the correct amount according to our agreement with you, we will only be liable for your direct losses or actual damages, except in the following instances:

- If, through no fault of ours, you do not have enough money in the account (or any linked account) to make the electronic fund transfer or the electronic fund transfer would go over the credit limit on the account.
- If you have not completely and properly followed the terms of this Agreement or instructions provided regarding how to make an electronic fund transfer or the data or instruction transmitted via Community First Online Banking are inaccurate or incomplete.
- If any part of the Community First Online Banking system was not working properly and you knew about the breakdown when you started your electronic fund transfer.
- If circumstances beyond our control prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken.
- If your funds are subject to legal proceeding or if any other claim restricts the transaction.
- If your PIN has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized.
- If you, any joint holder, or an authorized cosigner on a Deposit Account has requested that we stop payment of the electronic fund transfer.
- If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the type of Deposit Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts).
- If the Deposit Account has been closed.

**13. Limits on Bank's Liability.** Our liability for electronic fund transfer made to or from accounts is also governed by Sections 12 and 14. If any provision herein is inconsistent with any provision

of Section 12 or Section 14 or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those Sections or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any Community First Online Banking service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorneys fees. The Service Provider is an independent contractor and not the Bank's agent. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. **YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO ANY COMMUNITY FIRST ONLINE BANKING SERVICE OR THE SOFTWARE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES.** The only warranties are those provided by the licensor of the Software and set forth on the Software package. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by the Service Provider or another bank or financial institution to execute any bank transfer or stop payment. In addition, the Bank shall be excused from any failure or delay in executing a bank transfer or stop payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed the Bank's agent.

**14. Your Liability for Unauthorized or Erroneous Transfers.** You have the obligation to immediately notify the Bank if your PIN has been lost or stolen, or if someone has transferred funds from your account through Community First Online Banking without your permission (or is contemplating to do so). We may require that the notice be in writing. You could lose all the money in your Deposit Account, some or all of the money in any linked account, or up to your maximum Overdraft Defender limit, if you fail or refuse to immediately advise the Bank of the unauthorized use of your PIN. Refer to your bank statement for the time limitations for reporting unauthorized electronic transfers.

**If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from an account without your permission contact our bank immediately by calling 417-255-2265 or faxing 417-255-2266.**

Or write:

**Community First Banking Company  
Attn: Online Banking Dept.  
P.O. Box 678  
West Plains, MO 65775**

**15. Rejection of Transfers, Stop Payments or Overdrafts.** You acknowledge that the Bank may from time to time, in its sole discretion, reject any bank transfer or stop payment request or return any bank transfer or stop payment

- A. if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen,
- B. if the payment order does not conform to the terms of this Agreement,
- C. if the information provided is insufficient to complete the request or
- D. if the payment order appears to be a duplicate, but neither the Bank nor the Service Provider is under any obligation to recognize that a payment is a duplicate and you should not rely on the Bank or the Service Provider to do so.

If a payment order is rejected or a bank transfer or stop payment is returned, the Bank will notify you and you will have the sole obligation to remake the payment order in accordance with the terms of this Agreement and the Software. The Bank may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer or stop payment even though an overdraft to the account results. To the extent permitted by applicable law, you agree that the Bank will not have any liability whatsoever for refusing to accept or rejecting or returning any bank transfer or stop payment. If an overdraft occurs in a Deposit Account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

**16. Disclosure of Deposit Account Information to Third Parties.** You agree that we may from time to time disclose to third parties information about your accounts or the transactions that you make through Community First Online Banking. We will disclose information to third parties about your accounts or the transfers you make:

- Where it is necessary for completing bank transfers or stop payment or providing any other service in connection with Community First Online Banking; or
- In order to verify the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us your written permission.

**17. Amendment.** We reserve the right to amend this agreement from time to time as necessary to include, but not limited to, changes in fees, liability, services, etc. Amendments to this agreement will be delivered to you and posted in our offices at least 30 days prior to effect, unless it is necessary to make immediate changes for security purposes, to comply with law, changes made by our service provider or as otherwise expressly provided in this Agreement.

**18. Termination.** You agree that we may cancel or restrict your use of Community First Online Banking or any Community First Online Banking service at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel Community First Online Banking by contacting Community First in writing at P.O. Box 678, West Plains, MO 65775, by fax at 417-255-2266.

**19. Other Agreements; Severability; Governing Law.** In the event of any conflicts between this Agreement and the content of the software or any related materials regarding the bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. This Agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent

therewith, the laws of the State of Missouri, without regard to such States' rules regarding conflicts of laws.

**20. Assignment.** You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and/or assigns of any party.

**21. No Third Party Beneficiaries.** This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

**22. Choice of Forum.** In the event any litigation is instituted to enforce or interpret the terms of this Agreement, you agree that the exclusive forum therefore shall be the Circuit Court for Howell County, Missouri. In the event that the Bank is the prevailing party, the Bank shall be entitled to reimbursement for all reasonable attorney fees and costs incurred including, but not limited to, those incurred incident to any appeal.

# Community First Banking Company

## Mobile Banking Agreement and Disclosure

### Online Banking Addendum

#### 1. Introduction

Community First Banking Company strives to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in the Agreement and Disclosure (the "Agreement").

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

#### 2. Definitions

As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

- "Account(s)" means your eligible Community First Banking Company checking, savings, loan, certificate of deposit or safe deposit box information and other Community First products that can be accessed through Mobile Banking.
- "Device" means a supportable mobile device including a cellular phone or other mobile device that is web enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**
- "Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.
- "You and Your(s)" mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.
- "We, Us, and Bank" mean Community First Banking Company.

#### 3. Mobile Banking Service

- A. Description of Service.** Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to search for Community First locations and ATM's, Maintain Account Alerts, View Account Balances and Transaction History, Establish Transfers, Make Bill Payments, Debit Card Management, Submit Deposits, and conduct other banking transactions.
- B.** To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking system.



We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Community First cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

- C. **Use of Service.** In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Services or your Device.
- D. **Other Agreements.** You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosure carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

#### **4. Permitted Mobile Banking Transfers.**

You may use the Service to transfer funds between your eligible Community First accounts (internal transfers).

You may not transfer to or from an Account at another financial institution using Mobile Banking. If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction request received after 6:00 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank is closed, will be processed on the Bank's next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protections. We may process

transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Defender Limit, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require us 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 as described in the Deposit Account Agreement and Disclosures. 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 outlined in your Deposit Account Agreement and Disclosures.

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.

## 5. Your Responsibilities.

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

- a. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree 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.
- b. User Security. 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 completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

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.

- c. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the

services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems or others.

- d. **No Commercial Use or Re-Sale.** You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent, or distribute access to Mobile Banking.
- e. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend, and hold harmless Community First Banking Company, 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 attorney's 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 or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

# Community First Banking Company

## Remote Deposit Anywhere Agreement and Disclosure

### Online Banking Addendum

This is an addendum to the Agreement and Disclosure for Online Banking and the Mobile Banking Services Addendum and sets forth additional terms and conditions for use of Remote Deposit Anywhere Capture Services offered thru Community First Banking Company.

This Remote Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Community First Banking Company's Remote Deposit services that Community First Banking Company ("bank", "us", "our", or "we") may provide to you ("you," or "User"). Other agreements you have entered into with Community First Banking Company, as applicable to your Community First Banking Company account(s), are incorporated by reference and made a part of this Agreement, including the Online Banking Agreement.

**1. Services.** Community First Banking Company's Remote Deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to Community First Banking Company or our designated processor. This is a discretionary service that may be revoked at any time.

**2. Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Community First Banking Company reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**3. Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

**4. Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Community First Banking Company.. Community First Banking Company is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**5. Fees.** There are no fees associated with the service **Remote Deposit Anywhere**.

**6. Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Community First Banking Company is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
  - Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
  - Checks payable jointly, unless deposited into an account in the name of all payees.
  - Checks previously converted to a substitute check, as defined in Reg. CC.
  - Checks drawn on a financial institution located outside the United States.
  - Checks that are remotely created checks, as defined in Reg. CC.
  - Checks not payable in United States currency.
  - Checks dated more than 6 months prior to the date of deposit.
  - Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.
  - Checks with any endorsement on the back other than that specified in this agreement.
  - Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
  - Checks that have previously been deposited or negotiated in any way via any method at Community First Banking Company or any other financial institution.
7. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "**For Mobile Deposit Only**" or as otherwise instructed by Community First Banking Company. You agree to follow any and all other procedures and instructions for use of the Services as Community First Banking Company may establish from time to time.
8. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Community First Banking Company that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
9. **Availability of Funds.** Checks deposited via the Service by the Bank's stated 6:00 p.m. CST deadline will be considered deposited on that business day and subject to the Funds Availability disclosure provided during account opening. Otherwise, we will consider that the deposit may be made on the next business day we are open. Funds deposited using the Services will generally be made available on the first business day after the day of deposit.
10. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from Community First Banking Company that we have received an image that you have transmitted, you agree to prominently mark the item as Electronically Presented, VOID, or otherwise render it incapable of further transmission, deposit, or presentment. You agree never to re-present the item. You agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you

transmitted. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to Community First Banking Company.

11. **Deposit Limits.** We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time. 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.
12. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Community First Banking Company's sole discretion subject to the agreements governing your account.
13. **Errors.** You agree to notify Community First Banking Company of any suspected errors regarding items deposited through the Services immediately, and in no event later than 30 days after the applicable Community First Banking Company account statement is sent. Unless you notify Community First Banking Company within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Community First Banking Company for such alleged error.
14. **Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Community First Banking Company bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
15. **Image Quality.** The image of an item transmitted to Community First Banking Company using the Services must be legible, as determined in the sole discretion of Community First Banking Company. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Community First Banking Company, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
16. **User Warranties and Indemnification.** You warrant to Community First Banking Company that:
  - You will only transmit eligible items.
  - You will not transmit duplicate items.
  - You will not re-deposit or re-present the original item.
  - All information you provide to Community First Banking Company is accurate and true.
  - You will comply with this Agreement and all applicable rules, laws, and regulations.
  - You are not aware of any factor which may impair the collectability of the item.
  - You agree to indemnify and hold harmless Community First Banking Company from any loss for breach of this warranty provision.
17. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
18. **Termination.** We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or

you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us.

**19. Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**20. Ownership & License.** You agree that Community First Banking Company retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Community First Banking Company's business interest, or (iii) to Community First Banking Company's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

**21. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**22. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, OR STRICT LIABILITY). (OTHERWISE), EVEN IF COMMUNITY FIRST BANKING COMPANY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.