

MOBILE DEPOSIT USER AGREEMENT

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

1. Services. Community National Bank's Mobile 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 National Bank.

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 National Bank 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 National Bank. See www.cnbbanking.com for current specifications. Community National Bank 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. A .50 (fifty cent) per deposit item fee will be charged for the Service. You are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your deposit. Community National Bank may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize Community National Bank to deduct such fees from the same bank account as your mobile deposit.

6. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). See below for Funds Availability or "Reg.CC". When the image of the check transmitted to Community National Bank 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 National Bank 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 National Bank. You agree to follow any and all other procedures and instructions for use of the Services as Community National Bank 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 National Bank 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 anytime, 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 5:00 p.m. CST (Monday – Thursday Business day) and 6:00 pm CST Friday Business day 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 was 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 National Bank 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 National Bank.

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 National Bank's sole discretion subject to the agreements governing your account.

13. Errors. You agree to notify Community National Bank of any suspected errors regarding items deposited through the Services immediately, and in no event later than 30 days after the applicable Community National Bank account statement is sent. Unless you notify Community National Bank 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 National Bank 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 National Bank 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 National Bank using the Services must be legible, as determined in the sole discretion of Community National Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Community National Bank, 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 National Bank 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 National Bank 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 National Bank 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 National Bank 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 National Bank's business interest, or (iii) to Community National Bank'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, STRICT LIABILITY OR OTHERWISE), EVEN IF COMMUNITY NATIONAL BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Mobile Deposit FAQ

Items that can be deposited

Checks made payable to the account owner or joint owners that have been properly endorsed with (for Mobile deposit only) and the owner's signature.

Items that cannot be deposited

- No foreign checks
- No Bonds
- No 3rd party checks
- No returned or re-deposited items
- No rebate checks

* May not be able to image Money orders other than Western Union

Note: Cutoff time for submitting deposits is 5:00 p.m. Central Time (M-F)

Message and data rates may apply. Please check with your communications service provider for access rates, texting charges, and other applicable fees.

FUNDS AVAILABILITY DISCLOSURE

COMMUNITY NATIONAL BANK
901 HIGHWAY 60
P.O. BOX 229
MONETT MISSOURI 65708

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to “transaction” accounts only. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you , and you have withdrawn the

funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems, involving your deposit.

DETERMINING THE AVAILABILITY OF YOUR DEPOSIT

Every day is considered a business day, except Saturdays and Sundays, and federal holidays. Deposits made by the end of business day (Mon-Thursday 5:00 PM and Friday 6 PM). Monday through Friday on a business day that we are open, will be deposited that business day. Deposits made after the above stated times will be considered next day's business. When a customer uses a night depository, his/her deposits are counted on the day the depository is opened. Therefore, if a deposit is placed in the depository on Saturday night, the deposit is considered to be received on Monday morning or if Monday is Holiday the next business day.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

DEPOSITS AT AUTOMATED TELLER MACHINES ("ATM"):

ATMS are available for withdrawals only.

LONGER DELAYS MAY APPLY

Case-by-Case Delays

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition funds you deposit by check may be delayed for the longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Funds from deposits of cash, wire transfers, and the first \$5,000 of a days total deposits of cashier's certified teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if you deposit meets certain conditions.

For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

(End-Mobile Deposit User Agreement)