

## PEOPLES STATE BANK DIGITAL SERVICES AGREEMENT

Please read this document carefully and retain for your reference. You may view it at any time by accessing the Disclosures tab within our website.

This Digital Services Agreement (“Agreement”) governs your use of the following Digital Services (“Services”) provided by Peoples State Bank: online banking, mobile banking, online account opening, and bill payment. As used in this document, the words “you” and “your” refer to you, Peoples State Bank’s customer, and your use of the Services. The words “we” and “our” refer to Peoples State Bank (“PSB”).

**INTRODUCTION:** This Agreement explains the terms and conditions governing the Services offered by PSB. By using these Services, you agree to the terms and conditions of this Agreement. The terms and conditions of the deposit agreements and disclosures for each of your accounts held at PSB as well as any other agreements with PSB, such as for loans, etc., continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement will be governed by and interpreted in accordance with Federal laws and regulations, or the extent there is no applicable Federal law or regulation, by the laws of the State of Kansas. By accepting below or otherwise using the Services, you agree to use the Services only for bona fide and lawful purposes permitted under this Agreement.

**ACCESS:** To use the Services, you must have a PSB account, or be applying for an online PSB account, you must have access to Internet services, you must be eighteen (18) years of age or older (for those under the age of eighteen (18) please contact a PSB Representative for access), and be a U.S. resident. Your User Name must be at least 8-14 characters with no hyphens or spaces. Your password must contain a minimum of four alpha, one numeric and one special character. Please remember that your password is CaSe SensiTive.

Usernames and passwords must meet the standards we establish. These standards will be available for your reference whenever you create or change a username and/or password. We may ask you to change or update your username and/or password at anytime without giving advance notice. If we change these standards, you may have to change your password to meet the new standards. You are responsible for keeping your password confidential: We recommend you select a unique username and password combination for use only with the Services, and memorize it rather than writing it down.

Upon three unsuccessful attempts to use your password, your access to the Services will be revoked. To re-establish your authorization to the Services, to report that your password may have been lost or stolen, or to report an unauthorized transaction, please contact your local branch.

E-mail is provided so that you can ask questions about your account(s) and for general feedback. E-mail is accessible after you log-in to the Services. Please be aware that general or public e-mail transmissions are not secure. Therefore, to ensure the security of your account information, please contact your local branch office. E-mail cannot be used to initiate banking transactions on your account(s). For banking transactions, you must use the appropriate functions within the Services or contact your local branch office.

**SECURITY:** Your role in preventing the misuse of your account(s) is extremely important. Examine your statement promptly upon receipt. If you find that your records and PSB’s disagree, immediately contact your local branch. In addition to protecting your account information, you agree to take precautions to protect your personal identification information, such as your driver’s license, social security number, etc. This information by itself or together with information on your account(s) may allow unauthorized access to your account(s). You agree to notify PSB immediately if you believe another person has improperly obtained your password. You also agree to notify us if someone has transferred or you suspect someone may transfer money from your account(s) without your permission, or if you suspect any type of fraudulent

activity on your account(s). Only reveal your account number(s) to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). PSB will not be responsible for losses that may occur.

**TRANSFER DISCLOSURE:** A transfer of funds from one account to another account with us may be made by the same person and under the same conditions generally applicable to withdrawals made in writing or in person.

Savings account withdrawal limitations: You may make nine (9) withdrawals from your savings account each statement cycle. An excessive debit charge of \$1.23 will be imposed for each withdrawal in excess of six (6) per statement cycle.

Savings account limitations on frequency of transfers: Transfers from this account to another account or to a third party by preauthorized or automatic transfer, telephone transfer, internet bank transfer or draft is limited to six (6) per month. If you exceed the transfer limitations set forth in any statement period, your account will be subject to closure.

Money Market limitations on frequency of transfers: During any monthly statement cycle, no more than six (6) transfers and/or withdrawals may be made by check, internet bank transfer, draft or similar order to a third party. This also includes to a third party by means of a preauthorized or automatic transfer, telephone order or instructions. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure. Transfers and withdrawals made in person, by messenger, or by mail are unlimited. A fee of \$1.23 will be charged for each transaction (withdrawal, check paid, automatic transfer, internet transfer or withdrawal out of account) in excess of three (3) debits during the period. Fees could reduce the earnings of the account.

**SECURITY INFORMATION: (OUR PROCEDURES)**

Our processing system ("System") utilizes a comprehensive security strategy to protect accounts and transactions conducted over the internet. In addition to our login security which incorporates multi-factor authentication (i.e., access IDs, passwords, one time tokens, different forms of ID Authentication and verification, we use TLS, the successor to Secure Sockets Layer (SSL) protocol, to provide a secure channel over the Internet.

Your browser automatically activates this technology when it attempts to connect to our System and it will support the 128-bit key lengths. Whenever TLS is securing your communications, the browser will typically indicate the "secure session" by using Extended Validation (EV) SSL Certificates to display the visible trust indicators. Your communications are encrypted from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet. Additionally, our servers have been certified by a "Certificate Authority" to assure you that you are actually talking to our servers instead of someone pretending to be us.

We may also require the use or activation of specific applications. Internet browser software features, plug-ins and add-ons, to use the Services. These could include JavaScript support and "cookies".

There is a default time limit on any screen, regardless of the keystrokes that you use. Under this, if the default time limit elapsed without your doing anything on the screen, then you will be taken back to the login screen where you will be prompted to re-enter your user name and password.

In an effort to provide transmission security, data transferred through the System is encrypted. The system utilized identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other.

You agree that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for detection of errors. We reserve the right to change any process from time to time to implement new measures that are recommended in the industry to respond to new or increased threats.

**SECURITY INFORMATION: (YOUR OBLIGATIONS)**

You understand the importance of your role in preventing misuse of your accounts through the System and you:

- Agree to promptly examine any statement you receive or that we make available to you for each of your accounts in a timely manner;
- Agree to protect the confidentiality of your account and expressly assume responsibility for any transaction conducted by an authorized user or any losses that result from the actions (or inactions) of you or an authorized user;
- Understand that certain identification information by itself or together with information related to your account may allow unauthorized access to your accounts;
- Acknowledge that, notwithstanding our efforts to ensure that the System is secure, the Internet is inherently insecure and the transmission of electronic mail occurs openly on the Internet and can potentially be monitored and read by others;
- Understand and acknowledge that we cannot and do not warrant that email transmitted to and from us, will not be monitored or read by others;
- Understand and agree that we are not responsible for any electronic virus or viruses that you may encounter;
- Agree to routinely scan your computers and diskettes using a reliable virus detection product to detect and remove any viruses, but understand and acknowledge that there are certain viruses, malware, etc., which may not be detectable by commercially available software and agree that PSB shall have no liability for any such intrusions, except as otherwise set forth herein;
- Agree to install, maintain, update and utilize industry standard security products that are appropriate for you, including, without limitation, firewalls, anti-virus protection software, anti-spyware protection, operating systems and applications with the latest patches, and a browser product that indicates the web site you are on; and
- Agree to comply with the password requirements set forth herein, as such password requirements may be changed from time to time, and to employ reasonable steps in selecting, maintaining, and protecting passwords and other codes and access devices related to the System and your accounts.

**CONSUMER LIABILITY FOR UNAUTHORIZED USE:** Your account is a consumer account if it is used primarily for personal, family or household purposes. The following paragraph applies to consumer accounts.

If your statement shows transfers that you did not make, you agree to notify PSB immediately. If you do not notify us within sixty (60) days after the statement was mailed to you, you may be liable as follows: Your liability shall not exceed the sum of (1) the lesser of \$50 or the amount of the unauthorized transfers that appear on that statement or that occur during the sixty (60) day period, and (2) the amount of unauthorized transfers that occur after the close of sixty (60) days and before notice to us, and that we establish would not have occurred but for the failure for you to notify us within that time.

**SERVICES:** Through the Services, you can manage your personal, sole proprietor, or business account(s) from your home or office on your personal computer. You can use the Services to view account balances and transaction histories, transfer money between your accounts (as noted in the applicable account deposit agreement and disclosure statement), eStatements, Mobile Banking, Mobile Deposit Capture, open online accounts, pay bills, and communicate directly with PSB through e-mail.

**FEES AND CHARGES:** Although there are currently no additional fees for accessing your account(s) through the Services, there may be charges for selected services such as Bill Pay. You agree to promptly pay all fees and charges for services provided under this Agreement and authorize us to charge your account(s) when fees or charges are due. If you do close your account(s), you must notify PSB and identify a new payment account. Additionally, if you close all PSB accounts, you must notify PSB to cancel your access to the Services. You agree to be responsible for any telephone charges or other out-of-pocket expenses incurred or related to the Services.

**OVERDRAFTS:** If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, online banking transactions, bill payments, etc.) requested for a given business day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and the electronic funds transfers initiated through this service may result in overdrawing your account and/or may, at PSB's discretion and without prior notification to you, be canceled. In addition, all overdraft charges that apply will be debited from your

account. You also authorize PSB to charge one or all of your accounts to cover uncollected funds or overdrafts in your designated account(s). Refer to your account Truth in Savings Disclosure(s) for further information.

**DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:** PSB makes no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Services provided to you under this Agreement. We do not and cannot warrant that the Services will operate without errors or that any or all Services will be available and operational at all times. Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we, nor the Service providers, or an agent or subcontractor of any of the foregoing, shall be liable to you in any way and you agree to hold us harmless from any alleged claim or liability. Nor shall we or the Service providers be responsible for any direct, indirect, special, consequential, economic, or other damages arising in any way out of the installation, use or maintenance of the equipment, software, online financial services, or Internet browser or access software.

**YOUR RIGHT TO TERMINATE:** You may cancel your services at any time by providing PSB with written notice via postal mail or fax. Within three (3) business days of receiving instructions, your access to the Services will be suspended. You will remain responsible for all outstanding fees incurred prior to PSB receiving and processing your cancellation. You may also cancel any of the Services by contacting your local branch by telephone. Please see the last page of this Agreement for contact information for all PSB locations.

**OUR RIGHT TO TERMINATE:** Your access to the Services may be cancelled by PSB at any time, without prior notice and for any reason. After cancellation, access to the Services may be reinstated at PSB's discretion. If you do not access your PSB account(s) through the Services for a six-month period, PSB reserves the right to disconnect your service without notice. To reinstate your service, you will need to complete the enrollment process again.

**CONSENT TO ELECTRONIC DELIVERY OF NOTICES:** By accepting below or otherwise using the Services, you also agree that any and all disclosures and communications between you and PSB may be made electronically, including but not limited to, this Agreement, account related disclosures covered under the Truth in Savings Act, the Truth in Lending Act, the Fair Credit Reporting Act, the Electronic Funds Transfer Act, and any other required notice as detailed in current or future Federal and State statutes as they may be enacted or amended, privacy notices, terms and conditions change notifications, and any other PSB communications. You may request a paper copy of any document sent to you electronically at any time by contacting your local branch. Fees may be assessed for paper copies of transactions in accordance with our Schedule of Fees.

**EMAIL ADDRESS:** To receive disclosures and communications from PSB electronically, rather than via US mail, you agree to establish and maintain an accurate email address with PSB. You agree not to hold PSB liable for sending any disclosures and communications to such address. Any fees assessed by your mobile phone carrier are your responsibility. If you change your email address it is your responsibility to notify us of the change as soon as possible. You may make this change via the Services or contacting your local branch.

**WITHDRAWING CONSENT OF ELECTRONIC DELIVERY OF NOTICES:** You may withdraw your consent to receive disclosures and communications electronically at any time by sending written notice to your local branch, calling during regular business hours, or by emailing PSB via the Services.

**ELECTION FOR ELECTRONIC DELIVERY OF PERIODIC STATEMENTS ("eStatements"):** Your consent to receive eStatements covers the periodic statements you are provided in connection with each of your current and future account(s) enrolled. Your consent also covers disclosures required with your periodic account statements, including, but not limited to, the error resolution notice required by the Electronic Fund Transfer Act for consumer accounts. PSB has absolute discretion to make eStatements available to you. Further, PSB has the discretion from time to time and upon providing notice to you to modify, restrict, withdraw, cancel, suspend or discontinue eStatements without giving any reason and you understand that by using eStatements after any modification or change has been affected, you would have agreed to such modification or change. You understand you will access your eStatement(s) using the appropriate Services to obtain, review, print and copy/download your periodic account statements. eStatement notifications will be delivered to the most current email

address you have provided to PSB. You agree that your failure to provide PSB with an accurate email address is the lack of ordinary care on your part.

You must enroll each of your account(s) for which you want to access statements and notices in electronic form, in lieu of paper form. A paper statement may be requested anytime, but a special statement fee could be charged. Should you choose to discontinue receiving eStatements and begin receiving paper statements in the mail, you will notify PSB.

You are solely responsible for the maintenance, installations, and operations of your computer. PSB shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, or be responsible for any computer virus or key logging software that affects your computer or software while using any of the Services.

You understand that you must have the necessary hardware or software in order to receive and retrieve statements electronically. You are responsible for any and all telephone access fees and/or internet service fees that may be assessed by your Internet service provider. PSB will notify you of any change in the hardware or software requirements needed for access to or retention of electronic statements.

For purposes of disputes, the statement date will be considered the date that the email statement notification is sent. You must review your eStatement and any accompanying items with reasonable promptness and notify PSB of any unauthorized signatures or alterations regardless of when you receive and/or open the eStatement. For EFT errors, you must contact the bank no later than 60 days after the email date. For all other errors, I must notify the bank within 15 days of the email date.

**ELECTRONIC SIGNATURE:** YOU CONSENT AND AGREE THAT YOUR USE OF A KEY PAD, MOUSE OR OTHER DEVICE TO INDICATE YOUR APPROVAL OR ACCEPTANCE BY SELECTING AN ITEM, BUTTON, OR ICON, OR ANY SIMILAR ACTION, WHILE USING ANY ELECTRONIC SERVICE WE OFFER OR IN ACCESSING OR MAKING ANY TRANSACTIONS REGARDING ANY AGREEMENT, ACKNOWLEDGMENT, CONSENT, TERMS, DISCLOSURE OR CONDITIONS, CONSTITUTES YOUR SIGNATURE, ACCEPTANCE AND AGREEMENT AS IF ACTUALLY SIGNED BY YOU IN WRITING. You further agree that no certification authority or other third-party verification is necessary to the validity of your electronic signature, and the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or resulting contract between you and PSB.

**ONLINE ACCOUNT OPENING:** We can change the terms of this Agreement or our account disclosures, the fees and charges listed on our Schedule of Fees and/or any policy or procedure affecting your deposit account(s) at any time. We will provide you with notice of such changes as required by applicable law. All changes will be effective upon the date provided in the notice. However, if the change is in your favor, we may provide you with notice of the change after it is effective.

You may not use your deposit account or any other financial service that we provide to you for any illegal purpose, including, but not limited to the origination, receipt, or processing of illegal Internet Gambling transactions as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. You may not participate in activities in violation of United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control ("OFAC"). In the event that we identify a suspected restricted transaction, we may block or otherwise prevent or prohibit such transaction and we may also close the deposit account or end your relationship with us.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Effective May 11, 2018, new rules under the Bank Secrecy Act will aid the government in the fight against crimes to evade financial measures designed to combat terrorism and other national security threats. Each time an account is opened for a covered legal entity, we are required to ask you for identifying information (name, address, date of birth, social security number, as well

as identification documents) for each individual that has beneficial ownership (25% or more) and one individual that has significant managerial control of the legal entity. If you are opening an account on behalf of a legal entity, you will be required to provide the appropriate documentation and certify that this information is true and accurate to the best of your knowledge.

You understand and authorize that PSB will access your credit report through a third party or other data sources prior to an account being opened. You also acknowledge that Peoples State Bank may report information about your account to credit bureaus, such as, but not limited to, late payments, missed payments, repeat overdraft and return items or other defaults on your account(s).

When a deposit account is opened with us, we will request that you provide us with a certification of your correct taxpayer identification number ("TIN"). If you do not provide us with such a certification, we are required to withhold a certain percentage of taxable interest, dividends, and certain other payments that we make to you. This is commonly referred to as "backup withholding". You must provide us with your TIN even if you do not have to file a tax return and you must also certify that you are not subject to backup withholding. We are not required to open (and may close) a deposit account for you if you do not provide and certify your TIN, even if you are exempt from backup withholding and information reporting. We are required to report certain dividend, interest and other payments we make to you to the Internal Revenue Service ("IRS"). We include your TIN in these reports. You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify withholding information. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

Either you or we may close your account (other than a Certificate of Deposit ("CD")) at any time for any reason or no reason. We are not required to close your account on your request if you have pending transactions or the account is overdrawn. Either you or we may close your CD account on any maturity date without cause. We may send you written notice that we have closed or will close your account and return the account balance to you, less any fees, claims, offsets, or other amounts if the balance is greater than \$1. After your account is closed, we have no obligation to accept deposits or pay any outstanding checks. We will have no liability for refusing to honor any check drawn on a closed account. We have the right to advise consumer reporting agencies and other third party reporting agencies of accounts closed for misuse, such as kiting or overdrafts.

**ACCOUNT INFORMATION:** Account information provided to you via the Services is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you have enrolled in eStatements, will remain the official record. Information provided to you via the Services is generally updated regularly, but is subject to adjustment and correction.

**MOBILE DEPOSITS:** Mobile Deposit allows you to deposit money into certain Peoples State Bank accounts with your mobile device camera using the Mobile Application or "Mobile App". To use Mobile Deposit, you must be a Peoples State Bank account holder. You may transmit deposit to us electronically only from a mobile capture device located in the United States.

1. Items Eligible for Deposit: You agree to only image and deposit original checks, as defined in Regulation CC and the Check 21 Act ("Eligible Checks"), which are properly payable to the owner of the account ("Account Holder") and contain the drawer's signature. The following types of checks are not Eligible Checks:

- Savings Bonds
- Checks drawn on a financial institution located outside the United States
- Checks not payable in United States Currency
- Checks previously converted to an image replacement document, or substitute check, as defined in Regulation CC
- Checks payable to any person other than the Account Holder of the account into which the check will be deposited
- Checks containing any alteration which you know or believe to be fraudulent or 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. If the check is made jointly to the account holder and another entity who is not the account owner, the check is NOT eligible for mobile deposit and must be taken into the bank for deposit.
- Checks dated more than six (6) months prior to the date of deposit (stale dated checks)
- Checks or items prohibited by the Bank's current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms and conditions governing the account
- Checks payable on sight or payable through Drafts, as defined in Regulation CC
- Checks with any endorsement on the back other than specified in this Agreement
- Checks that have previously been submitted or deposited through Mobile Deposit or through a remote deposit capture service offered at any other financial institution
- Checks previously submitted for deposit and returned
- Post-dated checks
- Checks that have previously been deposited with us or at any other financial institution

2. Deposit Process: You may forward only (1) check image at a time for deposit and the check image must be accompanied by all requested deposit information that matches the information on the check image. Check images must be properly payable to you, contain the drawer's signature, and be properly endorsed by you. You agree you will only deposit checks you possess as a holder in due course. You shall review checks to detect altered or counterfeit items and shall not deposit suspicious checks via Mobile Deposit. You shall provide suspicious checks to the Bank for inspection. You agree to follow any and all other procedures and instructions for use of Mobile Deposit that the Bank may implement. If you do not satisfy the requirements for the deposit of an Eligible Check, the Bank will have the right to put a hold on and/or reject the non-conforming check.

3. Endorsements and Procedures: You agree to restrictively endorse any Eligible Check transmitted through Mobile Deposit with the following endorsement:

Customer Signature  
Mobile Deposit Only  
Account # XXXX  
Peoples State Bank

4. Image Quality: Check images transmitted to us using Mobile Deposit must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the check image must comply with the requirements established by the Bank, the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. You acknowledge that check images that do not meet the standards for deposit utilizing the Service must be physically deposited at the Bank by you.

5. Receipt of Deposits: We reserve the right to reject any check transmitted through Mobile Deposit, at our discretion; in such event, the Bank will not be liable to you or any other party for such rejection. The Bank is not responsible for processing or transmission errors that may occur, or for deposited items that we do not receive. We further reserve the right to chargeback to your account at any time any check image we subsequently determine was not an Eligible Check or properly payable. You agree the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible check. Any check returned unpaid for any reason will be debited from your account.

6. Cut-Off Times for Deposits: Deposits sent using Mobile Deposit may be "submitted" any time of day, weekend or holiday. However, deposits received by us after the daily cut-off time for electronic deposits will be deposited the next business day, provided that the deposit meets all requirements. Deposits submitted on holiday or weekends will also be deposited the next business day, provided it meets all requirements.

7. Funds Availability Disclosure: Your Ability to Withdraw Funds at Peoples State Bank. Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a

business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider the deposit to be made on the next business day we are open.

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 we receive your deposit. In most cases, and except as otherwise provided herein, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day after the day we receive your deposit, 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 business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds would be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for the following reasons:

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

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. Except as provided in the "Special Rules for New Accounts", your funds will generally be available no later than the seventh business day after the day of your deposit.

If we cash a check for you that is drawn on another financial institution, 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 financial institution, we may make funds 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 Agreement for the type of check that you deposited.

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 day's total deposits of cashier's, certified, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. 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 deposits of checks drawn on PEOPLES STATE BANK will be available on the same business day as the day of your deposit. Funds from all other check deposits will be available not later than the 9<sup>th</sup> business day after the day of your deposit.

8. Retention and Destruction of Original Check: Upon confirming that you received full credit for the check deposited, you must destroy the check by shredding or other means and clearly mark "VOID" or "Electronically Deposited" on the front and back of the check. This prevents the check from being presented for deposit another time. You agree never to re-present to us or any other party a check or item that has been deposited through Mobile Deposit. You will be liable for checks that are presented and/or deposited more than once.

9. Deposit Limits: The deposits are limited to a daily per check default limit of \$5,000.00 and a daily overall limit of \$10,000.00. If you attempt to use Mobile Deposit to initiate a deposit in excess of these limits, we may reject your deposit. You may request an increase to these limits; however, we reserve the right to approve or deny said request.

10. Errors: You agree to immediately notify the Bank of any suspected errors regarding check images deposited through Mobile Deposit and in no event later than thirty (30) days after the applicable account statement is sent. Unless you notify us within 30 days, all deposits made through Mobile Deposit shall be deemed correct and you are prohibited from bringing a claim against the Bank for such alleged error.

11. Errors in Transmission: By using Mobile Deposit you accept the risk that a check image may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected check images or information disclosed through such errors.

12. Fees: You are responsible for paying the fees associated with the use of Mobile Deposit. The applicable fee may change from time to time. By using Mobile Deposit to make a deposit, you will be assessed a \$.50 charge per mobile deposit submitted; each mobile deposit may be for only one check. The Bank will collect the fees by debiting the account into which the deposit was made.

13. Warranties and Indemnification: You warrant to the Bank that:

- You will only transmit Eligible Checks;
- You will only transmit checks you possess as a holder in due course;
- You will not transmit duplicate checks;
- You will not re-deposit or re-present any original eligible check;
- All information you provide to us is accurate and true;
- You will comply with terms and conditions of this Agreement and the account agreements governing the accounts and all applicable rules, laws, and regulations; and
- You are not aware of any factors that may impair the collectability of any check image transmitted for deposit

You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

14. Cooperation with Investigations: You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including providing, upon request and without further cost, any originals or copies of checks deposited through the Mobile Deposit Service in your possession and your records relating to such checks and transmissions.

15. Termination: The Bank, or you, may terminate the Mobile Deposit Service at any time and for any reason. If Mobile Deposit is terminated, you will continue to be liable for all eligible checks deposited using the Service. This Agreement shall remain in full force and effect unless and until it is terminated by the Bank or you.

Disclaimer of Warranties: You agree that your use of any Mobile Deposit Service 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 any Mobile Deposit Service, 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 any mobile service will meet your requirements or will be uninterrupted, timely, secure or error-free. We make no warranty that the results that may be obtained will be accurate or reliable or that any errors in any mobile deposit service or technology will be corrected.

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 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 any mobile deposit service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law.

**BILL PAYMENTS:** You may make payments through Bill Payment Service (“BP Service”) to any business, person, or professional (“Payee”) that has an address which can be verified. Bill Payments (“Bill Payments”) may be made only to Payees with a United States payment address. BP Service reserves the right to refuse to accept any bill payment transaction. Bill Payments for alimony, child support, taxes, government fees, or court ordered payments are not always accepted. You can make these payments, but BP Service does not guarantee that it will be accepted or posted in a timely fashion. You must do so at your own risk.

- a. Bill Payments will be sent to the Payee either electronically or by paper check mailed to the Payee via the U.S. Postal Service. The choice of electronic or paper check is solely at the discretion of BP Service. Checks, electronic payments, and withdrawal orders of any kind can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking, on-line transfer or in-branch withdrawals) may affect the amount of funds available to make your payment.
- b. When you schedule a bill payment transaction, you authorize us to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, we may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges that may be imposed, as stated in our fee and disclosure statements. We reserve the right to refuse to honor payment request that may reasonably appear to be fraudulent or erroneous.
- c. When a Bill Payment is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. However, payments should be scheduled at least five (5) business days before the business day= on which a bill payment is due to ensure that BP Service has sufficient time to process and deliver the payment. BP Service is not responsible for payment delivery delays caused by the U.S. Postal Services or payment processing delays after the Payee has received payment. Any charges imposed as a result of your failure to transmit bill payment transactions at least five (5) business days before a payment is due are your responsibility. BP Service’s responsibility for any late payment beyond this timeframe is strictly limited to the late charge only, up to a MAXIMUM of \$50. The BP Service is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.
- d. BP Service may be used to authorize automatic recurring Bill Payments of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, quarterly, or annual basis. The day on which the payment is to be sent is referred to as the “Date/Recurrence.” If the payment date/recurrence is scheduled for a non-business day, it will be processed on the **prior** business day.

You may make other electronic payments through BP Service to any business, person or professional. Electronic Payments (“e-Payments”) may be made only to Payees with a United States address, if the necessary information needed for the delivery method is entered. BP Service reserves the right to refuse to accept any e-Payment transaction.

- a. e-Payments will be sent to the Payee either electronically via Automatically Clearing House or by some other electronic delivery method. The choice of delivery method is solely at the discretion of BP Service. Checks, electronic payments, withdrawal tickets or instruments can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking, on-line transfers or in-branch withdrawals) may affect your Account balances.
- b. When you schedule an e-Payment transaction, you authorize us to reduce the account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, we may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges that may be imposed, as stated in our fee and disclosure statements. We reserve the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.
- c. When an e-Payment is scheduled, and estimated delivery date is given, based on the method of delivery being used to make the payment. All payments should be scheduled to allow one (1) additional day beyond the estimated delivery date for the Payee to post the payment. You are responsible for any charge that may be imposed as a result of your failure to allow for the additional day. BP Service’s responsibility for any late charges is strictly limited to the late charge only, up to a MAXIMUM of \$50. The BP Service is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.

The following steps may be taken to delete or stop pending Bill Payments or e-Payments:

- a. Deleting Payments: If you have scheduled a Bill Payment or e-Payment and would like to cancel the payment, you must do so before the payment is processed. The time varies based on the settlement method being used for the payment. If you cannot access the on-line banking service to request that the payment be deleted, please contact us for further assistance, prior to the cut-off time.
- b. Liability for Failure to Delete a Payment: You cannot delete or cancel a payment after it has been processed. PSB is liable, only if you notify us at least one (1) business day or more before the scheduled payment date. Otherwise, PSB is not responsible for any indirect, incidental, special or consequential damages, exempt to the extent such limitation of liability is not permitted by law.
- c. Stopping Payments: Once the on-line payment has been processed, you CANNOT delete or stop Bill Payments settled electronically, or e-Payments. You *may* be able to stop a Bill Payment only if it has been paid by a paper check. To stop an on-line paper payment, contact our customer service department. *We will only be able to stop the on-line check payment if the paper check has not cleared and we are able to process the stop payment request before the check clears.* To be effective, this type of stop payment request must precisely identify the name of the Payee, the Payee-assigned account number, payment amount and the date you scheduled the payment to be processed. If you call, we will also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call. We will charge your account our regular fee for each stop payment order you give. PSB will not be responsible for failing to act on a stop payment if you do not give us the correct Payee information or if we do not have a reasonable opportunity to process the stop payment order.

You are responsible for paying the fees associated with the use of BP Service. The applicable fee may change from time to time. By using the BP Service, you will be assessed a \$.50 charge per payment submitted. This fee will be collected by debiting the account identified within the BP Service.

**COMMUNICATIONS WITH PEOPLES STATE BANK:** You may contact us via the email within the Services at support@psbbanks.com or by contacting your local branch via telephone, fax, mail, or in person:

Manhattan

2401 N Seth Child Rd  
Manhattan, KS 66503  
P: 785-537-4448  
F: 785-537-6178

Manhattan

9370 E US Hwy 24  
Manhattan, KS 66502  
P: 785-539-8884  
F: 785-539-5933

Leonardville

102 W. Barton Rd. PO Box 125  
Leonardville, KS 66449  
P: 785-293-5221  
F: 785-293-4490

McDonald

304 Rawling Ave., PO Box 106  
McDonald, KS 67745  
P: 785-538-2224  
F: 785-538-2568

Colby

100 S Range, PO Box 869  
Colby, KS 67701  
P: 785-462-2224  
F: 785-462-2384

Hoxie

940 Oak Ave., PO Box 869  
Hoxie, KS 67740  
P: 785-675-2224  
F: 785-675-3900

Goodland

1302 Main, PO Box 869  
Goodland, KS 67735  
P: 785-890-2224  
F: 785-890-0111

Oakley

610 W 2<sup>nd</sup> St., PO Box 10  
Oakley, KS 67748  
P: 785-672-4448  
F: 785-672-0012

Morland

511 Main  
Morland, KS 67650  
P: 785-627-3165  
F: 785-627-3301

Wakeeney

100 N Main St  
Wakeeney, KS 67672  
P: 785-743-6603  
F: 785-743-2549

Hill City

521 W Main  
Hill City, KS 67642  
P: 785-421-4127  
F: 785-421-4129