

SECURITY FIRST BANK
MOBILE DEPOSIT SERVICE AGREEMENT

This Mobile Deposit Service Agreement (“Agreement”) is entered into between Security First Bank (“SFB” or “us,” “our” or “we,” depending on the context) and you, a current SFB customer. This Agreement governs the terms of our consumer remote deposit service, which we refer to as “SFB Mobile Deposit”. SFB Mobile Deposit is designed to increase convenience to our retail customers. The service allows you to make deposits of checks (“original checks”) to your SFB account(s) from a remote location by scanning the original checks and delivering the digital images and associated deposit information (“images”) to us, or our processor, with your app enabled device. There is a separate approval process for SFB Mobile Deposit. You must be a SFB Online Banking and Mobile Banking user with a valid email address to apply for SFB Mobile Deposit. As a SFB Online Banking user, you have agreed to accept the terms and conditions to receive account documents electronically. You may apply for SFB Mobile Deposit after you login to SFB Online Banking or by going to your local branch.

Definitions: There are some terms and/or documents referred to in this Agreement with which you may be unfamiliar. We use the following definitions throughout this Agreement:

- *Deposit Agreement:* Your SFB Deposit Agreement refers to all terms and conditions you agreed to at the time your account was opened. You can obtain another copy from a customer service representative at any of our branches or online at: www.security1stbank.com/disclosures/
- *Drawn On:* When this or a similar phrase is used with reference to an account, it means the account in which the funds for the check that is to be paid are held.
- *Endorsement:* The payee’s signature(s) and other required information on the back of the check.
- *Funds Availability Disclosure:* This is our explanation of when the funds that are represented by a check that is deposited in a SFB account become available for a customer’s use, which may be obtained from a customer service representative in any of our branches.
- *Payee:* The person to whom payment is made by a check.
- *Payor:* The person who orders payment – in other words, the person who SIGNS a check.

Limits and Fees. Approved users will have a per item deposited limit of \$1,500 and a daily total deposit limit of \$5,000. There will be a \$.50 Mobile Deposit Fee per item deposited charged to the account into which an item was deposited. Limits may be adjusted on a per user basis with approval from a credit officer of the Bank. Increased deposit limits will be based on a number of factors, which may include whether you have ever overdrawn your account and, if so, the number of days you have overdrawn your account, the length of time you have had your account open with SFB and your average balance. This is a list of examples only and is not a list of all the factors we may consider. We may review your account anytime to assess the appropriateness of your current limits.

Eligible items. You agree to scan and deposit only checks drawn on U.S. banks in U.S. dollars.

You agree that you will not use SFB Mobile Deposit to deposit:

- Checks which are stale (more than 6 months old,) or post-dated (made payable at some point in the future);
- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you);
- Checks payable to you and another party who is not a joint owner on the account; or
- Checks that contain evidence of alteration, or that 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;
- Deposits which exceed your per daily limit.
- Forged Checks

Requirements. Each image must provide all of the information that is contained on the front and back of the original check at the time presented to you by the payor, including, but not limited to, the following information: information about the payor and the paying bank that is preprinted on the original check; the numerical encoded information on the bottom of the check; the payor's signature(s); and all required endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the check within 1½ inches from the top edge. Your endorsement must include "YOUR SIGNATURE" and the words "MOBILE DEPOSIT ONLY". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. If the check is made payable to you and another payee, both of you must endorse the check, and it must be deposited into a SFB joint account owned by both of you. If the check is payable to you or another payee, either of you may endorse the check and deposit it into any SFB account for which the person endorsing the check is an authorized party. If the check lists two payees and does not specify "or", we will require both payees to endorse the check, and deposit the check into a SFB joint account owned by both payees. As described in your Deposit Agreement, we may not accept checks with multiple endorsements for deposit unless we are able to verify each endorsement.

Receipt of Deposit. All images processed for deposit through SFB Mobile Deposit will be treated as "deposits" under your current Deposit Agreement with us and will be subject to all terms of the Deposit Agreement. We are not responsible for any images we do not receive. Following receipt, we may process the image by preparing a "substitute check" or using the image to clear the item. We reserve the right to reject any deposit made through SFB Mobile Deposit, which fails to satisfy any of our processing requirements, as determined by us in our sole discretion. You can find the status of your deposit in Mobile Banking under the Deposit Tab, View Deposit History. Reasons for rejection may include any of the following: incomplete or missing endorsement; illegible check or poor image quality; altered check; or duplicate check. This list is a list of examples only and is not a list of all of the reasons that an image of a check may be rejected.

Original checks. Once you have verified that the check has been credited to your account, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.* You agree that you will never re-present the original check. You are responsible if the original check is ever presented again for payment.

Returned Deposits. As with any non-cash deposit, credit to your account for any check deposited using SFB Mobile Deposit is provisional. If an original check deposited through SFB Mobile Deposit is dishonored, rejected or otherwise returned unpaid for any reason, including without limitation issues relating to the quality of the image that you have transmitted to us, you will receive an image, reproduction or substitute of the original check and we will charge the deposit amount back to your account. As with any returned item, you will be responsible for reimbursing us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You are prohibited from attempting to deposit or otherwise negotiate an original check through SFB Mobile Deposit if it has been charged back to you. You may be able to negotiate a returned item in person, and should speak to a customer service representative at any of our branches if you require such assistance. As described in your Deposit Agreement, if you deposit a check that is returned to SFB for any reason, including insufficient funds of the payor, we may "set off" the amount of the returned item. We may "set off" by debiting the account into which you deposited the returned item or by transferring funds from another SFB account held by you. We may do so whether or not the reason for the returned item was presented to us on a timely basis.

Your Warranties. You make the following warranties and representations with respect to each image you

transmit to us using SFB Mobile Deposit:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the payer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check. No person will receive a transfer, presentment, return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check, such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check, other than a non-negotiable photocopy which may be kept for recordkeeping purposes.
- The original check was authorized by the payer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- You will notify us immediately if you learn of any loss or theft of the original check.

With respect to each image, you make to us all representations and warranties that we also make, or are deemed to make, to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use SFB Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit images of original checks for deposit and that you have handled the original checks in accordance with applicable laws, rules and regulations.

SFB Mobile Deposit Unavailability. SFB Mobile Deposit may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. In the event that SFB Mobile Deposit is unavailable, you may deposit original checks at our branches, through our ATMs or by mailing the original check your local SFB branch.

When Deposits are Available for Withdrawal. Deposits made through SFB Mobile Deposit are subject to SFBs Funds Availability Disclosure. SFB Mobile Deposits are NOT considered “electronic direct deposits” for purposes of funds availability. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit via SFB Mobile Deposit before 4:00 pm Mountain Time on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit via SFB Mobile Deposit after 4:00 pm Mountain Time or on a day we are not open, we will consider that deposit was made on the next business day we are open. Deposits made through SFB Mobile Deposit will be available the day following the day of deposit.

SFB Mobile Deposit Security. You agree you will complete each deposit via SFB Mobile Deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to take all necessary steps to safeguard against unauthorized deposits. You must notify us immediately by telephone at (877) 747-3139 and with written confirmation if you learn of any loss or theft of original checks. You agree to ensure the safety and integrity of original checks from the time of receipt until the time of destruction.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of any image transmitted to us using SFB Mobile Deposit. You are solely responsible if you

intentionally or unintentionally submit fraudulent, inaccurate, incorrect, illegible or otherwise improper or unusable images to us. You are also solely responsible if SFB Mobile Deposit is used by any person other than you, whether or not you have authorized such other person, to submit fraudulent, unauthorized, inaccurate, incorrect, illegible or otherwise improper or unusable images to us. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile, copy or reproduce all or any part of, or interfere or attempt to interfere with, the technology or service included in or associated with SFB Mobile Deposit.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of SFB Mobile Deposit and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF SFB MOBILE DEPOSIT 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 SFB MOBILE DEPOSIT, 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 SFB MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING SFB MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN SFB MOBILE DEPOSIT OR ANY OF THE TECHNOLOGY RELATED THERETO 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, SFB MOBILE DEPOSIT 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.

Amendments and Termination: We may restrict and/or cancel, without prior notice, your ability to use the SFB Mobile Deposit system if we notice any suspicious activity. Under such circumstances, your service will not be reinstated until such problems are resolved. You may terminate this service anytime by sending a written request by electronic mail to: contactus@security1stbank.com, or by first class mail to: Security First Bank, 1540 Samco Rd, Ste B, Rapid City, SD 57702. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. We may change any term of this Agreement at any time; provided, however, that we must notify you of any such change if it would materially adversely affect your rights or obligations under this Agreement. You will be deemed to accept any changes to this Agreement if you continue to maintain and use SFB Mobile Deposit, which continuing maintenance and use must occur after you have received any required notice, if applicable.

Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the

remaining provisions of this Agreement will continue in full force and effect.

Entire Agreement. This Agreement, including all agreements and other documents incorporated by reference, embodies the entire agreement between the parties. Any oral agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

No Waiver. No waiver of the performance or breach of, or default under, any condition or obligation in this Agreement will be deemed to be a waiver of any other performance, or breach or any other condition or obligation of this Agreement.

Governing Law. This Agreement is governed by, and shall be construed in accordance with the laws of the State of Nebraska without regard to the conflict of laws principles of any state.

Disputes. Any dispute relating in any way to your use of SFB Mobile Deposit, to this Agreement, to your Deposit Agreement, to the Funds Availability Disclosure, or to our advertising or solicitation practices shall be submitted to confidential arbitration in the State of Nebraska. Arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration or any other action or proceeding involving any other party subject to an agreement with us governing such party's use of SFB Mobile Deposit, whether through class action or arbitration proceedings or otherwise.

Notices. Any communication, notice, statement or demand required to be served on any of the parties under this Agreement shall be in writing and sent either by electronic mail, first class mail or registered mail to the respective addresses of the parties as indicated in this Agreement or, in the case of any such communication, notice, statement or demand from us to you, to the most recent address for you that we maintain in our records as of such time.

To view our Electronic Funds Transfer Act disclosure go to https://security1stbank.com/disclosure_files/EFTPpolicy.pdf