

## Mobile Deposit Service Agreement

This Mobile Deposit Service Agreement (this “Agreement”) contains the terms and conditions for the use of the mobile deposit service that Home Federal Bank (“us” or “we” or “our”) may provide to its deposit account customers (“you” or “your”). This Agreement does not replace, but supplements, any and all other agreements entered into between you and Home Federal Bank. In the event of conflict or discrepancy between this Agreement and other agreements entered into between you and Home Federal Bank regarding the subject matter herein, this Agreement shall take precedence. Your use of this Service constitutes your acceptance of this Agreement. Please read this agreement carefully and keep it for future reference.

Mobile Capture is designed to let you make deposits of certain checks to your eligible account by capturing an “Image” of the front and back of the original check using your compatible Mobile Device’s camera, and transmitting the digital images to us with your Mobile Device via the Home Federal Bank GI Mobile application installed on the device for processing .

**Requirements:** To use this Service, you must be at least 18 years of age or older, have an Online Banking account, a supported mobile device, and the Home Federal Bank GI Mobile App installed on your mobile device. We do not guarantee that your particular mobile device will be compatible with the Service. We are not liable for any costs you may incur from cellular data networks or other related equipment that may result from usage of this Service.

**Check Eligibility:** We can only accept “checks” as defined in Federal Reserve Regulation CC (“Reg CC”), payable to you, and drawn on a United States bank. We CANNOT accept checks payable to others, traveler’s cheques, money orders, foreign checks, substitute checks, returned checks, postdated or stale dated checks (more than 6 months old).

**Endorsement:** You agree to endorse all checks submitted through this service with “For Mobile Deposit Only” below the signature of all payees. Home Federal Bank reserves the right to reject any Image that is not endorsed as such.

**Limits:** The daily Mobile Deposit limit is \$5,000. Home Federal Bank reserves the right to adjust these limits at our sole discretion. 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, we will not be obligated to allow such a deposit at other times.

**Image Quality:** You are responsible for the image quality of any Image that you transmit. If an Image received from you or for deposit to your Account does not satisfy our image quality standards, we may reject the Image. Each Image must include the front and back of the Item and be clearly legible.

**Availability:** You agree that items transmitted using this Service are not subject to the Funds Availability requirements of Federal Reserve Board Regulation CC. If the deposit is submitted by 7 pm Central

Standard Time on a business day, your funds will usually be available within the next two business days. If your deposit is submitted after 7 pm Central Standard Time, it will be considered that the deposit was made on the next business day. **Please note:** All deposits may be subject to verification.

**Receipt of Items:** We reserve the right to reject any Image transmitted through this Service at our discretion. We are not liable for Images we do not receive or for Images that are not transmitted completely. An Image is considered received when you receive a “Deposit Pending” message in the Home Federal Bank GI Mobile App. However, such message does not mean that the transmission was without error, complete, or will be considered a deposit and credited to your account. Once an item is reviewed and approved, you will receive a “Deposit Accepted” message in the Home Federal Bank GI Mobile App.

**Disposal of Transmitted Items:** After transmitting an item to Home Federal Bank, you agree to retain the check in a secure location for 5 to 14 days before destroying the item, marking it void, or otherwise rendering it incapable of further presentment. During the time the item is retained, you agree to promptly provide it to Home Federal Bank upon request. Home Federal Bank assumes no liability if you are unwilling to present the original item or otherwise cooperate with any investigation regarding any items transmitted through this service.

**Limitations of Service:** When using this Service, you may experience technical or other difficulties. We do not assume liability for any such difficulties that you may incur. We reserve the right to change, suspend, or revoke the Service immediately and at any time, without prior notice to you.

**Charges & Fees:** We reserve the right to charge back to your account any item that was dishonored or otherwise returned to us unpaid or that we determine was not an eligible item. In the event of a returned check, you will be assessed a fee in the amount showed on Home Federal Bank’s current Schedule of Fees and Charges for a returned check. You agree that Home Federal Bank may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. 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.

**Presentment:** The manner in which items are cleared, presented for payment, and collected shall be in Home Federal Bank’s sole discretion.

**Errors:** You agree to notify Home Federal Bank of any suspected errors regarding items deposited through this Service right away, and in no event later than 60 days after the applicable Home Federal Bank account statement is sent. Unless you notify Home Federal Bank within 60 days, such statement regarding all deposits made through the services shall be deemed correct.

**Limitation of Liability:** You agree that Home Federal Bank 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 services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Home Federal Bank has been informed of the possibility thereof.

**Disclaimer of Warranties:** Home Federal Bank's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by Home Federal Bank and its licensors "as is" and on an "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 non-infringement. 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.

**Warranties** that you promise Home Federal Bank.

- You will only transmit eligible items that are payable to, and endorsed by, you.
- Each item has been endorsed "For Mobile Deposit" and signed by all payees.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or re-present the original item to Home Federal Bank or any third party once it has been scanned and sent through this Service unless specifically requested to do so by Home Federal Bank.
- All information you provide to Home Federal Bank is accurate and true.
- You are a person authorized to enforce each item.
- You will review and verify for accuracy the information contained on the Electronic Item before you transmit it to us.
- Each Image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- Items you transmit do not contain viruses.
- You, if acting on behalf of a small business entity, are fully authorized to execute this agreement.
- All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of Nebraska, in addition to any other warranties made by us to any third party under any applicable law.
- You will comply with this Agreement and all applicable rules, laws, and regulations.

**Severability:** In the event that any provision of this Agreement is deemed to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Change in Terms:** Home Federal Bank reserves the right to change, modify, add or remove portions of the Agreement of this Service, or terminate this Agreement without notice at any time.