

STATE BANK OF DAVIS MOBILE BANKING USER AGREEMENT

MOBILE BANKING AGREEMENT The primary licensor for State Bank of Davis' mobile banking service is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our mobile banking service, you hereby agree as follows: (i) General. Access to our mobile banking service via your mobile device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the mobile banking service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the mobile banking service. (ii) Source of Information. The mobile banking service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites. (iii) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the mobile banking service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately. (iv) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the mobile banking service, you are voluntarily supplying that content to Provider for the purpose of providing the mobile banking service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the mobile banking service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the service you are assuming those risks. (v) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the mobile banking service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies. (vi) Disclaimer of Warranty. THE MOBILE BANKING SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE MOBILE BANKING SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE MOBILE BANKING SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE BANKING SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. (vii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES

ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. (viii) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the application. For example, it tracks how many visitors the application has, which screens they spend time on, what kinds of operating systems and mobile devices they use, and how they found the application. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this application for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

This Mobile Banking Agreement and Disclosure Statement for Online Banking contains the terms and conditions under which State Bank of Davis permits Online Banking users to obtain certain Online Banking services via a cell phone or other handheld mobile device. By clicking the "I accept the Mobile Banking Agreement" button below, you agree to all of the terms and conditions of this Agreement. Please carefully read this Agreement and keep a copy for your records.

- 1. This Agreement.** In this Agreement, "you" refers to the Online Banking user who has registered for the State Bank of Davis Mobile Banking Service and the terms "Bank", "we" and "us" refer to State Bank of Davis. This Agreement covers only the Mobile Banking Service and it shall not be construed to apply to other products or services.
- 2. Accessing Mobile Banking Service.** In order to access Mobile Banking you must be an active State Bank of Davis Online Banking user. You can access Mobile Banking by downloading the State Bank of Davis Mobile Banking App which is available at the Apple App Store for Apple devices or the Google Play store for Android devices.

You are responsible for providing your own hardware and software to access the Mobile Banking Service. It is your responsibility to keep the current software version on your mobile device. The hardware and software that you use may be subject to unauthorized tracking or other manipulation by 'spyware' or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee that your mobile phone/mobile phone service plan will be compatible with our Mobile Banking service. You are responsible for understanding the operation and maintenance of your mobile phone. State Bank

of Davis is not responsible for any errors or problems related to your mobile phone, mobile provider or mobile internet access.

Mobile phones with internet capabilities are susceptible to viruses. Customers are responsible for making sure that the mobile phone they are using to access Mobile Banking is protected from and free of viruses, worms, Trojan horses or similar harmful components (collectively, referred to as 'viruses' which could result in damage to programs, files and/or your phone or could result in information being intercepted by a third party. State Bank of Davis will not be responsible or liable for any indirect, incidental, special or consequential damages that may result from such harmful components being present on the mobile, nor will State Bank of Davis be responsible or liable if sensitive information accessed via our Mobile Banking service is intercepted by a third party due to any of the above named 'viruses' residing or being contracted by the customer's mobile phone/device at any point or from any source.

You agree to take every precaution to ensure the safety, security and integrity of your account(s) and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you and you agree to hold State Bank of Davis harmless and to indemnify the Bank from any loss related to any such activity.

State Bank of Davis recommends that you lock your device using a PIN code or password when you are not using it to secure any information on your device. We also recommend that you do not store your password on your mobile device. If you lose your mobile device, you should contact your carrier immediately.

3. Mobile Banking Service. With the Mobile Banking Service, you may use your Mobile Device:

- To view balances and recent transactions for each Online Banking Account that you have enabled to be accessed from your Mobile Device (Mobile Account).
- To transfer funds between your State Bank of Davis Mobile checking/savings accounts. The terms and conditions for transfers using the Mobile Banking Service, including any limitations* on the amount and frequency of transfers, are the same as those for transfers using Online Banking.
- To perform external transfers from your State Bank of Davis Mobile checking/savings account to mobile accounts at another institution. *(We reserve the right to establish and assign to you limits for external transfers and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits)*
- To pay bills from your Mobile checking account. The terms and conditions for paying bills using the Mobile Banking Service, including any limitation on the amount and frequency, are the same as for those bills paid using Online Banking.

*Transfers from a savings account or money market account to another account or to third parties by preauthorized, automatic, telephone, debit card, by check or similar order are limited to six per statement cycle. If you exceed the transfer limitations set forth above in any statement period your account will be subject to closure by State Bank of Davis.

- To make deposits to your Mobile checking account.

Our Mobile Deposit Services are designed to allow you to make deposits to your checking account from home or other remote locations by photocopying your checks and electronically transmitting a digital image of your paper checks to us or designated processor. The Mobile Device must capture an image of the front and back of each check to be deposited, must read and capture the magnetic ink character (“MICR”) line on each check, and must read and capture all such other date and information required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. We reserve the right to charge fees for Mobile Deposit Services in the future. Notice of such charge(s) will be provided to you via a change in terms notice.

Original checks are converted to check images, “substitute checks” as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Regulation CC (“Regulation CC”), for deposit and for procession and presentment to a collecting or paying financial institution. For purposes of this Agreement, a “substitute check” (as defined in Regulation CC) is a check reproduction of an original check that meets the following criteria:

- Contains an image of the front and back of the original check;
- Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check’s MICR line before an image of the original check was captured;
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140 and
- Is suitable for automated processing in the same manner as the original check.
- In order to enroll in Mobile Deposit Services, you must be an authorized signer or an owner either individually or jointly of a State Bank of Davis deposit account that is eligible for this service. We reserve the right to terminate the service at any time in our sole discretion.

(a) Eligible Items for Deposit

You agree to scan and deposit only “checks” as that term is defined in Regulation CC and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, elect to include in Mobile Deposit Services. You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in New York, except to the extent that the application of this Agreement provides for separate treatment, subject to applicable law. For purposes of this Agreement, “check” (as defined in Regulation CC) means a negotiable demand draft that is drawn on:

- or payable through or at an office of a bank;
- a Federal Reserve Bank or a Federal Home Loan Bank;
- the Treasury of the United States; or
- a state or local government that is not payable through or at a bank.

For purposes of the Agreement “item” means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.

(b) Unacceptable Deposits

You understand and agree that you will not deposit the following items using Mobile Deposit Services:

Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party.

Any item that is drawn on the same account in which the deposit is being made.

Any item that contains evidence of alteration to the information on the check.

Any check previously converted to a "substitute check", as defined in Regulation CC.

Any item issued to you by a financial institution in a foreign country.

Any item that is "stale dated" more than six (6) months prior to the date of deposit.

Any item that is "post dated" after the date of deposit.

Any item stamped "nonnegotiable" (whether stamped in print or as a watermark).

Any item that has been redeposited or returned such as "nonsufficient funds" or "refer to maker" or returned for any other reason.

Any item that is incomplete.

Cash.

Savings Bonds.

Deposits of the kinds listed above may result in the immediate termination of the Mobile Deposit Services. Subject to applicable law, nothing in this Agreement shall be construed as requiring us to accept or refuse any check or item for deposit, including the items identified hereinabove, even if we have accepted or refused that type of check or item previously.

(c) Check Requirements

Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to electronically transmitting a digital image of the original check, you will restrictively endorse any item transmitted through the Mobile Deposit Services by endorsing the check as it is made payable including FOR MOBILE DEPOSIT ONLY STATE BANK OF DAVIS and your deposit account number, or as otherwise instructed by us.

You agree to follow any and all other procedures and instructions for use of Mobile Deposit Services as we may establish from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your bank account, the check must be endorsed by all such payees and you only use Mobile Deposit Services to deposit such check into a bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your bank account using Mobile Deposit Services.

The digital image of the check transmitted to us using Mobile Deposit Services must accurately and legibly provide, among other things, the following information: (a) your endorsement, and those of any other payees listed on the check; (b) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and (c) other information placed on the check prior to the time and image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, including the requirements under Regulation CC, or any other regulatory agency, clearing house or association. The image may be rejected for quality purposes if it does not meet the criteria set forth in this Agreement. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or delayed or improper crediting of such check or item or from any inaccurate information you supply regarding the check or item.

(d) Receipt of Items

Upon receipt of the digital image of the check, we will review the check image for acceptability and will convert items meeting our requirements into check images or substitute checks to facilitate the deposit and collection of such items. You understand and agree that electronically transmitting a digital image of a check does not constitute receipt by us. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will process the image by converting it to a check image suitable for collection or a "substitute check." Notwithstanding anything to the contrary, we reserve the right, with our sole and absolute discretion, to accept or reject any item for remote deposit into your account and, in the event we reject an item for remote deposit, you must deposit the original item. Even if we do not initially reject an item you deposit through Mobile Deposit Services, we may return the substitute check we create because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using Mobile Deposit Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

(e) Rejection of Deposit

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us relating to such deposits. We are not liable for any service or late charges levied against you due to our reject of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. You acknowledge and agree that we may reject any check transmitted through Mobile Deposit Services in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, you must physically deposit the original check.

(f) Items Returned Unpaid

A notice will be sent to you if an item that you deposited is returned to us in the manner set forth in the Prior EFT Disclosures and Deposit Account Agreement and Disclosures. We may provide additional

notice at your e-mail address on file with us. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

(g) Availability of Funds

We agree that we will make commercially reasonable efforts to make funds available from electronic images submitted via Mobile Deposit Services from your Mobile Device, though such times may be greater than the funds availability thresholds for items set forth in Regulation CC, the Electronic Funds Availability Act or other applicable law; and only to the extent if any that such applicable law permits greater periods of time. We may make provisional funds immediately available depending on factors we at our sole discretion deem relevant, including but not limited to your account history and relationship with State Bank of Davis. Credit given to you in your account is provisional until settlement is final.

Mobile banking deposits will be processed Monday through Friday excluding Federal Holidays at 10:00 a.m., 1:00 p.m. and 3:00 p.m. Deposits made after 10:00 a.m. will be processed at 1:00 p.m. Deposits made after 1:00 p.m. will be processed at 3:00 p.m. Deposits made after 3:00 p.m. will not be processed until 10:00 a.m. of the next business day.

Transactions completed prior to the above times will be memo posted to your account by 12:00 p.m. for items processed at 10:00 a.m., 3:00 p.m. for items processed at 1:00 p.m. and 5:00 p.m. for items processed at 3:00 p.m.

(h) Deposit Limits

We reserve the right to establish and assign to you deposit limits for Mobile Deposit Services (including limits on the dollar amount and/or number of checks that you may transmit through Mobile Deposit Services each day) and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits.

(i) E-mail Address

You must notify us immediately if you change your e-mail address.

(j) Check Retention and Destruction

You agree to (a) prominently mark the item as “ Electronically Presented” to ensure that it is not represented for payment, (b) securely store each original check that you deposit using the Mobile Deposit Services for a period of (60) sixty days after transmission to us in order to verify settlement and credit or to balance periodic statements, (c) after such period expires, mark the original “VOID” or destroy it by cross-cut shredding or another commercially acceptable means of destruction, (d) be responsible for any loss caused by your failure to secure an original check, (e) never re-present a previously deposited check, and (f) during the retention period, promptly provide any retained check, or a sufficient copy of the front and back of the check, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

(k) Periodic Statement and Your Duty to Report Errors

Any remote deposits made through Mobile Deposit Services will be reflected on your monthly periodic statement. You must immediately notify us of any suspected error relating to images transmitted using Mobile Deposit Services no later than (60) sixty days of our transmittal of the

periodic statement, subject to a different limitation, if any, that existing law or regulation requires us to impose, after the date of the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

(l) Data Security

You will complete each 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 establish and maintain procedures to safeguard against unauthorized deposits. You will notify us in the manner specified in the Prior EFT Disclosures or by telephone at 815-865-5125 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgement, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement and the Terms and Conditions.

(m) Availability of Service

In the event you are unable to capture, balance, process, produce or transmit a file to us, or otherwise comply with the terms or the procedures of this Agreement or the Terms and Conditions for any reason, including without limitation, communications, equipment or software outages, interruptions or failures, you will transport or mail originals of all checks to 100 Route 75, Davis, IL 61019

(n) Accountholder's Warranties

You make the following warranties and representations with respect to your use of Mobile Deposit Services and each image of an original check you transmit to us using Mobile Deposit Services: (a) Each image of a check transmitted to us 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; (b) the amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate; (c) each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person or the original of it negotiated or presented for payment to any financial institution for payment resulting in the same drawer's account to be debited twice; (d) other than the digital image of an original check that you remotely deposit through Mobile Deposit Services, you did not permit other or duplicate images of the original check to be deposited or put through for collection; (e) each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check, (f) the information you provided to us is true and correct and, in the event such information changes, you will notify us immediately of the change; (g) you have not knowingly failed to communicate any material information to us; (h) you will retain possession of each original check deposited using Mobile Deposit Services for the required (60) sixty day retention period and neither you nor any other party will resubmit the original check for payment; (i) you will not use the Mobile Banking Services for any illegal activity or transactions; (j) 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; and (k) each check you submit for deposit is drawn in United States dollars on a financial institution located within the United States, excluding its territories.

- 4. Hours of Accessibility.** In general, Mobile Banking is accessible 24-hours per day, seven days a week; however, State Bank of Davis does not guarantee the Mobile Banking will be available at all times. Occasionally, due to system maintenance or reasons beyond our control, the mobile banking service may

be unavailable. Transactions (does not include mobile deposits) are processed on business days only. Every day is a business day except Saturdays, Sundays and Federal Holidays. A transfer between your State Bank of Davis mobile checking/savings accounts initiated before 5:00 p.m. CST on a business day is posted to your account the same day. A transfer completed after 5:00 p.m. CST on a business day or on a non-banking day, as specified above, will be posted on the next business day.

An external transfer from your State Bank of Davis Mobile checking/savings account to mobile accounts at another institution must be initiated by 3:30 p.m. CST on a business day. A transfer completed after 3:30 p.m. CST or on a non-banking day, as specified above, will be posted on the next business day.

5. **Charges for the Mobile Banking Service.** There is no fee to access Mobile Banking; however, all other fees associated with your accounts apply. In addition, Text Message charges and/or Mobile Internet Data charges may apply. You are responsible for the charges of any wireless service provider while using the service. Contact your mobile service provider for details.
6. **Reporting Unauthorized Transfers.** Notify us at once if the phone number for your Mobile Device is changed or service to your Mobile Device is terminated, or if you believe that your Mobile Device has been lost, stolen or destroyed, or that your Mobile Device or any of your Mobile Accounts have been accessed or used without your authorization. Telephoning is the best way of keeping your possible losses down. Telephone us at (815) 865-5125 or write to us at:

State Bank of Davis
100 Route 75
Davis, IL 61019

and identify the name and account number(s) which were accessed or used without your authorization. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your Mobile Device has been lost, stolen or destroyed and you tell us within (2) two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Mobile Device without your permission. If you do not tell us within (2) two business days after you learn of the loss or theft of your Mobile Device and we can prove we could have stopped someone from using your Mobile Device without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within (60) sixty days after the statement was mailed to you or made available to you on the internet, you may not get back any money you lost after the (60) sixty days if we can prove that we could have stopped someone from taking the money had you told us on time.

If a good reason (i.e. a hospital stay) kept you from telling us, we will extend the time periods.

7. **Bank's Liability for Consumer Accounts.** We are responsible for losses or damages you incur in connection with any consumer account included within your Mobile Accounts if we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you. However there are some exceptions, we not be liable for, for instance:
 - If you have not properly followed the instructional material about the Mobile Banking Service, if you have failed to download and/or install any required Mobile Application (whether initially or in connection with any upgrade to the Mobile Banking Service), or if your Mobile Device fails or malfunctions;
 - If Online Banking, the Mobile Banking Service, your Mobile Device or your cellular or wireless service was not working properly and you knew about this problem when you attempted to authorize a transfer;

- If circumstances beyond our control prevent making a transfer, despite reasonable precautions that we have taken. Such circumstances include, without limitation, flaws in your Mobile Device or your cellular or wireless service.
- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

There may be other exceptions to our liability stated in the Online Banking Agreement and your account Agreements or provided by applicable law. Except as otherwise provided by applicable law, neither we, our service providers, nor any of our respective affiliates shall be liable to you or any other person under any circumstances for any direct, indirect, incidental, consequential, special, exemplary or punitive damages, including attorneys' fees and lost profits (even if advised of the possibility of such damages) arising in any way out of the use or maintenance of your Mobile Device or the related telephone number and/or Mobile Banking Service.

8. Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you provide us written permission as explained in the separate Privacy Disclosure.

9. Termination of Account Access. We reserve the right to terminate the Mobile Banking Service, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter you Access ID or Mobile Banking PIN as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

10. Preauthorized Payments.

- (a) *Right to stop payments and procedures for doing so.* If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (815) 865-5125 or write us at State Bank of Davis, 100 Route 75, Davis, IL 61019, in time for us to receive your request at least 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days of your call.

Your account will be charged \$25.00 for each stop payment.

- (b) *Notice of varying amounts.* If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain

amount from the previous payment, or when the amount would fall outside certain limits that you set.

- (c) *Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one of these payments **3 business days** or more before the transfer is scheduled; and we do not do so, we will be liable for your losses or damages.

11. Error Resolution Notice. In Case of Errors or Questions about your Electronic Transfers, call us at (815) 865-5125 or write us at: State Bank of Davis, 100 Route 75, Davis, IL 61019, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send the **FIRST** statement on which the problem or error appeared.

- Tell us your name and account number:
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you provide us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days, (20 business days if the transfers involved a new account) after we hear from you and will correct any errors promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for the first 30 days after the first deposit is made, if you are a new Customer.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If your account had been provisionally credited for the error, your account will be debited for the amount of the provisional credit.

You may request copies of the documentation that we used in our investigation.

We will honor checks (or similar instruments payable to third parties) and preauthorized transfers from your account without charging overdraft fees for five (5) business days after the notification, provided that the items honored would have been paid if we had not debited the provisionally credit funds.

12. Changes to Your Contact Information. It is solely your responsibility to assure that the contact information you have provided to us for the Mobile Banking Service is current and accurate. This includes not only the telephone number and telecommunications carrier for you Mobile Device, but also your name, address, other phone numbers and your e-mail address.

13. Electronic Mail (e-Mail). You may choose to communicate with State Bank of Davis using electronic mail. However, be advised that email transmissions are not secure. We strongly discourage you from sending confidential account information (such as account numbers, your social security number, etc.) to State

Bank of Davis via email. State Bank of Davis is not responsible for any error or problems of any kind involving your email. At no time will any State Bank of Davis Team Member ask for confidential information by email.

ACCEPTANCE

By ACCEPTING THE AGREEMENT when you enroll in and/or use mobile banking, you also agree to the terms and conditions of State Bank of Davis's Online Banking Agreement as it relates to mobile banking.