

Internet Banking Agreement & Disclosure

ANSTAFF BANK e-Sign Consent Consumer Online Banking Agreement and Disclosures And Anstaff*Mobile Addendum

E-SIGN CONSENT

THIS E-SIGN CONSENT CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO ELECTRONIC DELIVERY OF THE CONSUMER ONLINE BANKING AGREEMENT AND DISCLOSURES AND ANSTAFF* MOBILE ADDENDUM. Please read this E-SIGN Consent carefully and print or retain a copy for your records.

Electronic Signature Terms and Consent. By clicking the "I Agree" button below, you consent:

- To the electronic delivery and receipt of information relating to your account(s) with us that you access using Online Banking Services ("Online Service"), including the **Consumer Online Banking Agreement and Disclosures** or other agreements related to the Services, such as the Terms and Conditions of the Bill Payment Service, amendments to such agreements, privacy disclosures, including any annual privacy notice, notices, reports, documents and any other communications and disclosures that we provide, and/or are required by applicable law or regulation to provide to you in writing, including the initial and other disclosures under the Electronic Funds Transfer Act, during the course of your account relationships with us (but this consent does not apply to your monthly periodic statements) ("Legal Disclosures");
- And agree that you are able to electronically access this E-SIGN Consent and the **Consumer Online Banking Agreement and Disclosures** below and are satisfied that you meet the hardware and software requirements listed below;
- That you have printed this E-SIGN Consent and the **Consumer Online Banking Agreement and Disclosures** at your discretion; and
- That you are authorized to consent to all of these matters on behalf of all of the persons with access to your accounts.

We reserve the right to furnish to you, and the right to require you to furnish to us, writings or paper copies of information, communications, and/or Legal Disclosures relating to the Online Service, in lieu of or in addition to electronic records at any time in our discretion.

Right of Consumers to Decline and/or Withdraw Consent For Electronic Disclosures. You may choose not to consent. If you do not electronically consent by clicking "I Agree" below, or if you click the "I DO NOT AGREE" button below, you are indicating that you do not consent. If you do not consent, you will not be permitted to use any Online or Mobile Services.

You have the right to withdraw your consent to receive Legal Disclosures electronically at any time and these may be accessed through Anstaff Bank's website. To withdraw your consent contact us in the manner provided in the following paragraph:

Withdrawing Consent and Receiving Paper Copies. If you withdraw your consent to receive electronic Legal Disclosures you also terminate your right to use the Online Service. You may also request and receive a paper copy of the Legal Disclosures. If you wish to withdraw your consent, request a paper copy of the Legal Disclosures, or make changes as to how we may contact you electronically (that is, to your e-mail address for receiving Legal Disclosures), please contact us as follows:

- By calling us at **800-445-5745, ask for the Customer Service Department**
- By writing us at **Anstaff Bank, Attn: Customer Service Department, PO Box 1900, Green Forest, AR 72638**
- By sending e-mail communication addressed to **info.3@anstaffbank.com**

Changing Your E-mail Address; Location and Delivery of Disclosures. We may make electronic Legal Disclosures and other electronic Online Service information available to you by posting them on our website, by including them in a statement, or by transmitting them to you at the e-mail address you have provided to us for that purpose. You must promptly notify us if your e-mail address changes, by contacting us in writing at the address printed above or by telephone, or email as outlined above, or using Internet Banking under the profile tab. You cannot update your information through the website.

Hardware and Software Requirements. In order to access the Online Service and access and retain the Legal Disclosures and the other electronic service information you must have:

1) A Computer with Compatible Operating Systems:

- Microsoft® Windows
- Mac OS X

2) An Internet connection

3) A compatible Printer

4) Adobe Reader - Version 10 or newer

5) A Web browser that supports DHTML and JavaScript:

- Microsoft® Windows Operating System
- Microsoft Internet Explorer
- Google Chrome
- Mozilla Firefox
- Opera
- MAC OS X Operating System
- Mozilla Firefox
- Apple Safari

This Consent Does Not Apply to Account Statements. Your consent applies to all communications from us relating to your accounts with us and remains in effect until you withdraw your consent; provided that this consent does not apply to electronic delivery of your account statements ("e-Statements") unless you elect to receive your statements electronically by separately registering for e-Statements.

CONSUMER ONLINE BANKING AGREEMENT AND DISCLOSURES (Banking fees and limits apply to all Online and Mobile Banking Services)

1) Coverage. This Agreement applies to your use of our Online Banking Service ("Online Service"), which permits you to access your accounts with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms "you" and "your" refer to each depositor on an account accessible by the Online Service, and the terms "us," "we," "Bank" and "our" refer to Anstaff Bank.

2) Enrollment. To establish the Online Service you will receive temporary Login Credentials from the Bank. The accounts that will be available on the Online Service are all accounts on which you are an owner or signer, unless we determine that one or more of your accounts are not eligible for the Online Service. The specific functions available to you are identified in paragraph 8 of this Agreement. By clicking "I Agree" at the bottom of this Agreement you agree to the terms of this Agreement. Additional information relating to the Online Service is included in the How-To section located on the website.

3) Your Responsibility. You are responsible for selecting all systems, hardware and your Online Service provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Online Service provider and systems and computer services.

THE ONLINE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE ONLINE SERVICE, EXCEPT WHEN WE ARE REQUIRED TO DO SO BY LAW. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE ONLINE SERVICE, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

4) Login Credentials. We will issue to you and then you are required to modify one or more personal Access ID code, passwords or other access codes to access services using the Online Service. These Login Credentials have the same effect as your signature authorizing transactions. You agree to safely keep the Login Credentials, not to record the Login Credentials or otherwise disclose or make the Login Credentials available to anyone other than authorized users of your accounts. Anyone to whom you disclose your Login Credentials and anyone who has access to your Login Credentials will have full access to the services you can perform pursuant to the Online Service, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your Login Credentials with your permission, you will be responsible for any transactions performed by that person.

We require you to change your password upon first use in order to protect the security and privacy of your financial information. In addition, we highly recommend that you change your password at a minimum of every 90 days and you will not be automatically prompted to do so. We encourage you to use a different Online Service password from passwords you use for other websites. **Make your password easy to remember but difficult to guess.**

We encourage you to follow the rules below when creating your Access ID and Password:

- Create complex credentials (include case sensitive alphanumeric and special characters: # @ \$ % & *)
- Do not include a word that can be found in any dictionary, including a foreign dictionary.
- Do not include your spouse's, child's or pet's name as these may be easy to guess.
- Do not include sports or team names – these may also be easy to guess.
- Do not use sequential numbers or letters (for example: 123456 or abcdefg).
- **NEVER SHARE YOUR PASSWORDS WITH ANYONE, including joint account holders.** Each account holder is entitled to their own unique Access ID and Password.
- Create an acronym using words from a song, poem, book, etc. Take the first character from each word and place a numeric and special character anywhere in the password. For example:

"Roses Are Red, Violets Are Blue" could easily become **RARVAB\$9 Or 1RAR&VAB1**

IMPORTANT: Keep in mind that no one should call, email, text message, write or ask for your password. No Bank employee will ever request you to share your Password!

5) Customer Liability. Tell us at once if you believe your Login Credentials have been lost, stolen or otherwise become available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your Login Credentials, you can lose no more than \$50 if someone used your Login Credentials without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Login Credentials, and we can prove that we could have stopped someone from using your Login Credentials 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, tell us at once. If you do not tell us within 60 days of the date we make a periodic statement available to you, you may not get any money you lost after the 60 days if we show that we could have stopped someone from taking the money if you would have told us in time.

6) Contact in Event of Unauthorized Transfer. If you believe your Login Credentials have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call **800-445-5745** or write: **ANSTAFF BANK, ATTN: CUSTOMER SERVICE DEPARTMENT, PO BOX 1900, 100 First National Avenue, Green Forest, AR 72638.**

7) Business Days. Our business days are Monday through Friday except federal holidays. We can process a fund transfer or bill payment on the same business day as your instructions, if we receive your instructions before our Online Service cut-off hour of 6:00 p.m. CST for fund transfers between Bank accounts or 9:00 p.m. CST for bill payments on a business day. If we receive your instruction after the end of our business day, we process the transaction on our next business day. If you schedule a fund transfer or bill payment for a future date, we process the transaction after the close of business on that date, if that day is a business day. If it is an internal bank transfer or through the A2A service, it will transfer on the next business day. If you are using CheckFree or the Bill Payment Service and the date you request for a future transfer or payment is not a business day or is a holiday, we will move the payment date to the previous business day. If you schedule a recurring funds transfer or bill payment and the payment date does not exist in a month, the payment will be processed on the last business day of that month.

8) Functions. Using your Login Credentials and the Online Service you may be able to perform the functions described below:

- View account information including transaction history and check/deposit images.
- Transfer funds among your deposit accounts.
- Make payments out of deposit accounts to your loan accounts.
- View electronic statements on certain deposit accounts.
- Make bill payments using our e*Bill-Pay service (additional fees may apply) if you also agree to the "Terms and Conditions of the Bill Payment Service".
- Export transaction data, categorize transactions and generate spending reports.
- Edit security enrollment information and assign account nicknames.
- View How-To section of website for training and operational questions.

Subject to available funds and paragraph 12 of this Agreement, you may transfer funds through the Online Service in any amount provided that the terms of any particular account permit the transfer of funds from such account.

There are limits on the amount of money or gift card value you can send or receive through our Bill Payment Service (a.k.a. CheckFree), PopMoney or A2A Service (those services are generally explained in further detail below. You may log in to the Bill Payment Service Site to view your individual transaction limits and fees disclosed by transaction type. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account (as that term is defined in the Bill Payment Service agreement) is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment. CheckFree may at their discretion apply holds to any payment pending further review.

For security reasons, there may be other limits on the number of transfers you can make using the Online Service. Contact Anstaff's Customer Service Department for details at 1-800-445-5745.

9) Additional Information about the CheckFree (or Bill Payment Service), PopMoney or Account-to-Account Transfer Service (or A2A).

a. General. You can access the Bill Payment Service by agreeing to the Terms and Conditions of the Bill Payment Service (additional monthly fees may apply). If you have enrolled in our Bill Payment Service, you can pay bills either on an automatic recurring basis or periodically as you request. You must designate which of your accounts will be used for bill payments. Your use of the Bill Payment Service is conditioned on and limited by the Terms and Conditions of the Bill Payment Service. Limits, if any, on the amount or frequency of bill payments are described in paragraphs 8 and 12 and in the enrollment materials connected to the Bill Payment Service.

b. PopMoney. You can access the PopMoney by agreeing to the "Terms of Use" (for PopMoney Personal Payments Service). If you have enrolled in our PopMoney Service, you may initiate payment instructions for your Eligible Transaction Account (as that term is defined in the Terms of Use) to another account maintained at a U.S. financial institution by following the Terms of Use. Your use of PopMoney is conditioned on and limited by the Terms of Use for PopMoney. Limits on the amount or frequency of transfers using PopMoney are described in paragraphs 8 and 12

of this Agreement and in the enrollment materials connected to PopMoney. You agree to PopMoney Terms and Conditions which are fully incorporated as if set for fully herein, when you agree to the Terms and Conditions of the Bill Payment Service. A minimum fee of \$0.50/payment will be charged for this service. The fee may be changed and notice of such change will be provided to you.

c. A2A. You can access the A2A Account-to-Account Transfer Service by agreeing to its "Terms of Use Account-to-Account ("A2A") Transfer Service". If you have enrolled in our A2A Account-to-Account Transfer Service, you may initiate transfers from your accounts with us to another account at another financial institution by following the Terms of Use. Your use of the A2A Service is conditioned on and limited by the Terms of Use for the A2A Service Limit on the amount or frequency of transfers using the A2A Service are described in paragraphs 8 and 12 of this Agreement and in the enrollment materials connected to the A2A Service. You agree to the A2A Terms and Conditions, which are fully incorporated as if set for fully herein, when you agree to the Terms and Conditions of the Bill Payment Service. A fee of \$2.00/payment will be charged for this service. The fee may be changed and notice of such change will be provided to you.

d. Inconsistencies. In the event of any inconsistency between the terms of this Agreement and the terms of use for any specific service like the Bill Payment Service, PopMoney or A2A Service, the Terms of Use for the specific service shall govern and prevail.

10) Canceling Funds Transfers. The following methods for canceling funds transfers apply to transfers not made through the Bill Payment Service, PopMoney or A2A Service.

a. Canceling an Order. You may cancel or change a scheduled funds transfer by selecting and accurately completing the appropriate fields from the applicable transfer menu, or by contacting the Bank. Any instruction to cancel or change a transfer must be received at least three (3) business day(s) before the day the transaction is to be processed. If we don't receive your complete and accurate instruction identifying a funds transfer prior to that time, we may process the transaction.

b. Preauthorized Transfers. If you tell us in advance to make a regular transfer at a regular time out of your account without further action by you (a preauthorized transfer), you can stop these transfers either by following the procedure in the preceding paragraph, calling us at **1-800-445-5745 writing us at Anstaff Bank, Attn: Customer Service Department, PO Box 1900, Green Forest, AR 72638**, or emailing us through the secure email on the website or **info.3@anstaffbank.com** in time for us to receive your request three (3) business days or more before the transfer is scheduled to be made. If you call or email, we may also require you to put your request in writing in a form approved by us and get the form to us within fourteen (14) days after you call or email. We will require that you tell us the exact amount of the debit, the next date the debit is to be made and the exact name of the payee. If you stop transfer of such a preauthorized transfer in accordance with the terms of this Agreement, we will stop the next debit and all subsequent preauthorized transfers to that payee, unless you specifically instruct us to cancel a specific debit to that payee. If you email us, please use our free Secure e*Mail service (found at www.anstaffbank.com) to communicate with us. Standard Internet e*Mail cannot guarantee confidentiality and should never be used to exchange sensitive or private information such as social security numbers, bank account numbers, financial statements, etc.

c. Liability for Failure to Stop a Preauthorized Transfer. If you order us to stop a preauthorized transfer three (3) business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this Agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages proximately caused by our failure.

d. Charges for Stopping Payment. If you submit an oral or written stop payment request for a preauthorized transfer, we will charge you for each such stop payment order. The charge for stopping a transfer is identified in our current fee schedule. Contact us for a current listing of our fees. If you cancel or change any pending bill payment by completing the appropriate fields within the Bill Payment site, there will be no charge.

e. Our Rights. If we fail to cancel or stop any funds transfer, the transfer will stand unless you show us that transfer to the other payee was unenforceable. If we recredit your account after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the other payee, to transfer to us all of your rights against the other payee, and to assist us in any legal action taken against that person or company.

11) Scheduling Payments and Overdrafts. When you schedule a funds transfer or bill payment using the Online Service, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer or bill payment from your account on the date we process your instruction. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time or on a later date, if any, indicated in the instruction. We may charge payments against the account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.

12) Limitations on Transfers and Payments. Under federal regulations, you may make no more than six (6) transfers and withdrawals to another of your accounts or to a third party by means of a preauthorized electronic fund transfer, telephone (or data transmission) transfer, including Online Service transactions, or check and draft, debit card or similar order to third parties per month or statement cycle from your savings or money market deposit account. Each fund transfer or bill payment through the Online Service, the Bill Payment Service, PopMoney or A2A Service from your savings or money market deposit account is counted as one of the six (6) limited transfers you are permitted each month (however, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts). Your Deposit Account Rules may include other restrictions and charges.

There are limits on the amount of money or gift card value you can send or receive through our Bill Payment Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Bill Payment Service to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account (as defined in the Bill Payment Service Terms and Conditions) is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

13) Fees. We will charge you for the following Online Service fees, Bill Payment Service fees, PopMoney Service fees, A2A Service fees:

- Online Bill Payment Billing Fee – This service is free.
- Customers who do not have activity for 150 days will be removed from CheckFree Billpay.
- PopMoney Service Fee - \$0.50-\$1.50/Payment.
- A2A Service Fee - \$2.00/Payment.
- Same Day Bill Payment Fee - \$9.95/Payment.
- Overnight Check Fee - \$14.95/Payment.

All other applicable fees, if any, are identified in our current fee schedule, and as it may be amended by us from time to time, and otherwise in accordance with our Deposit Account Rules. We may change these fees from time to time. We will notify you if we change these fees.

14) Periodic Statements. Your Online Service account activity will appear on your periodic account statement. If there are no transfers in a particular month, you will receive statements at least quarterly.

15) Our Liability and Limitations of Liability for Failure to Make Transfers. If you have given us all of the proper and timely instructions and have properly completed all fields to complete a transfer or bill payment, and we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, subject to the limitations contained in this Agreement and in any other agreement applicable to the service you are using, we will be liable for your losses or damages proximately caused by our failure. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, your account does not contain sufficient collected funds to make the transfer or payment.
- If the money in your account is subject to legal process or other encumbrances restricting the transfer or payment.
- If the transfer or payment would go over the credit limit on your overdraft credit plan, if any.
- If a transfer or payment system was not working properly and you knew about the breakdown when you started the transfer.
- If an act of God or circumstances beyond our control (such as fire or flood) prevent the transfer or use of Online Service despite reasonable precautions that we have taken.
- If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee of the fund transfer.
- If you have not properly followed the instructions for using the Online Service.
- If your operating system is not properly installed or functioning properly.
- For errors or failures from any malfunctions of your browser, Online Service provider, computer, computer virus or other problems relating to the computer equipment you use with the Online Service, including, without limitation, your inability to access the Online Service or any part of Online Service, including but not limited to the Bill Payment Service.
- For a failure to provide access or for interruptions in access to the Online Service due to and Online Service system failure.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD PARTY PROVIDER IN TRANSFERRING FUNDS OR PAYING A BILL WILL BE TO CORRECT THE ERROR AND PAY ANY PENALTIES AND ASSOCIATED LATE CHARGES TO THE PAYEE, UP TO THE MAXIMUM ALLOWED UNDER REG. E, BUT IN NO CASE WILL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO ONLINE SERVICE.

16) Account Information Disclosure.

The circumstances under which we may provide information about your accounts to third parties are summarized in our current privacy notice and Deposit Account Rules.

You agree that we may deliver our privacy notices and opt-out notices to you by making them available on our web site.

17) Access and Termination. Online Service is generally accessible 24 hours a day, 7 days a week, except it may be inaccessible for a reasonable period for system maintenance. Online Service access expires after six (6) months of inactivity. We may modify, suspend or terminate your privilege of using the Online Service and may withhold approval of any transaction, at any time, without prior notice to you or refund of fees you have paid. In the event we terminate the Online Service or any other service you are using, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Termination shall not affect the rights and obligations of the parties for transactions made with the Online Service before we have had a reasonable time to respond to your termination request.

You must cancel all future funds transfers and bill payments, whether recurring or individual payments, when you terminate the Online Service or we may continue to process such payments.

18) Third Parties. You understand that support and services relating to the Online Service may be provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

19) Amendment. We may amend this Agreement at any time upon such notice as may be required by law. Notice will be sent to you at your current address in our files. Amendments will be effective upon the date indicated in the notice, if applicable.

20) General. This Agreement is intended to supplement and not to replace other agreements between you and us relating to your accounts, including, without limitation, our Deposit Account Rules. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail, subject to paragraph 9 of this Agreement. This Agreement is governed by the internal laws of the State of Arkansas.

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 1-800-445-5745 or write us at Anstaff Bank Attn: Customer Service Department, PO Box 1900, 100 First National Avenue, Green Forest, AR 72638 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 sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the 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 ten (10) business days, we may not credit your account.

The ten (10) day periods in the preceding paragraph may be extended to twenty (20) business days, if the error involves a transfer to or from the account within thirty (30) days after the first deposit to the account was made.

If the error involves an electronic transfer from your account to buy goods or services direct from a merchant, a transfer initiated outside of the United States or a transfer that occurred within thirty (30) days after the first deposit to the account was made, the forty-five (45) day time period to investigate your complaint or question will be ninety (90) days in place of forty (45) days.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

MOBILE DEPOSIT (MD) SERVICES AGREEMENT (Online Banking fees and limits also apply to Mobile Banking Services)

Mobile Deposit (MD) is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us, Anstaff Bank (the "Bank") or our processor with your certified mobile device.

1. **Eligibility.** All Anstaff Bank customers that are enrolled in Online Banking or Mobile Banking, have an Anstaff Bank Checking, Savings, or Money Market account, and have the newest Anstaff Bank Mobile app for iPhone® or Android™ are eligible to use Anstaff Bank's Mobile Deposit Service.
2. **Fees.** The Anstaff Bank mobile app is free to download. Fees from your mobile or data carrier may apply. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with the Bank and will be subject to all terms of the Account Agreement.
3. **Limits.** The Mobile Deposit limit is \$2500.00. If you attempt to initiate a deposit in excess of these limits, your deposit will not be accepted.
4. **Eligible items.** You agree to use MD to deposit personal checks, business checks, U.S. Treasury checks, any check payable in U.S. dollars with a MICR line and checks drawn on banks in the United States. You agree that you will not use MD to deposit:
 - a. Traveler's Checks
 - b. Savings Bonds
 - c. Foreign Checks
 - d. Cash
 - e. Stale dated checks, posted dated checks or non-negotiable items
 - f. Any item that has been re-deposited or returned or any item previously deposited
 - g. Checks payable to you and another party who is not a joint owner on the account.
 - h. 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.
 - i. Checks that require an authorization number or code to be obtained by the bank.

5. Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any 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 share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "For Mobile Deposit Only to Anstaff Bank". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both 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 your joint owner, both of you must endorse the check.

6. Original Checks. After you receive confirmation that we have received an image, you must securely store the original check for 10 calendar days after the deposit post to the account. You must make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, 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 understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.](#)

7. Processing of Deposits.

- a) Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. Once we approve a deposit, confirmation may be viewed in your deposit history in MD. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.
- b) Effectiveness of Deposit. Any check deposited via Mobile Deposit Service will not be considered a deposit until its transmission through the Service is received at the Bank in a form that is complete, usable and in compliance with (i) the specifications set forth in the Documentation or prescribed by the Bank and (ii) the warranties, covenants and specifications set forth in this Agreement.
- c) Cutoff Times. Customer acknowledges that Bank has specific processing deadlines. Transactions received after the deadline for a given day may not be transmitted to the Federal Reserve Bank for settlement until the following business day. Transactions received after the deadline will be treated as if deposited the following banking day. The time that funds must be made available for withdrawal will be measured from the day the deposit is received. A business day is any day except Saturday, Sunday, and a legal holiday (standard Federal Reserve holiday schedule). A banking day is a business day on which the bank is open for substantially all its banking activities. Funds are generally available within two business days.
- d) Delayed Availability. To the extent permitted by applicable law, Bank reserves the right to delay the availability of funds for deposit without prior written notices to the Customer if, in its sole discretion, Bank deems itself at financial risk with respect to the Service. Bank reserves the right at any time to process Electronic Items on a collection basis. Bank, in its sole discretion, may require Customer to set aside money in a Reserve Account to ensure the Bank's recovery of any sums or liabilities owed to it by Customer. Customer grants Bank the right to withhold money from the Customer's Account and transfer it to the Reserve Account at the Bank's discretion and without notice.

The Bank will make deposited funds available to its customers in accordance with Regulation CC and the provisions of the Expedited Funds Availability Act. The Bank will adhere to the same day availability but reserves the right to delay funds by placing a case-by-case hold on deposits or invoking specific exception holds. As for any deposited item, a check could be returned for reasons such as a stop payment, improper endorsement, or non-sufficient funds, after being accepted by the Mobile Deposit service.

- e) Right to Reject Deposit. The Bank reserves the right to reject any deposit made using the Service for any reason, including the failure of the deposit or any items included in the deposit to conform to the requirements of this Agreement. The Bank's acceptance of a deposit does not constitute or imply any acknowledgement by the Bank that the deposit does conform in any respect to the requirements of this Agreement.

Any rejected deposit may be presented to any branch office

- f) Returned Items and Claims Regarding Items. If a Payor Financial Institution returns an item to Bank unpaid, the item may be returned to Customer as an Image Replacement Document or an Image Exchange Item, each as defined in the Check 21 Act. If a Payor Financial Institution or other third party makes a claim against Bank or seeks recredit with respect to an Electronic Item, Bank may provisionally freeze or hold aside a like amount in the Customer Account pending investigation and resolution of the claim.

g) Retention of Images. Images transmitted to Bank through the Service will be maintained by Bank and made available for research by Customer as and for at least such period of time as is required by applicable law, regulation, rule or other regulatory requirements.

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

- a) 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.
- b) The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- c) You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or 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.
- d) There are no other duplicate images of the original check.
- e) The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- f) You are authorized to enforce and obtain payment of the original check.
- g) You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we 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.

9. Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.
10. Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily from time to time due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches.
11. Mobile Deposit 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 immediately by telephone and with written confirmation 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 judgment, 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.
12. Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.
13. Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Anstaff, Fiserv, Mobiliti, and hold harmless Anstaff, Fiserv, Mobiliti, its affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Anstaff, Fiserv, Mobiliti or End User's use of the Services, unless such claim directly results from an action or omission made by Anstaff, Fiserv, Mobiliti in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

14. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING 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 REMOTE BANKING 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 REMOTE BANKING 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 REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.
15. **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 REMOTE BANKING 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.

16. Termination. Anstaff Bank may terminate this agreement at any time with or without cause. This agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.
17. Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking Services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

As outlined on Page 1 of this agreement, by clicking "I Accept" or by Downloading the Anstaff Bank Application, you agree to be bound by this Agreement and you acknowledge receipt of a copy or access to a copy whether electronic or requested by you in writing.