

First State Bank of Porter Mobile Deposit Capture User Agreement:

This Agreement contains the terms and conditions for the use of First State Bank of Porter (“us” or “we”) Mobile Check Deposit and /or other remote deposit capture services that we may provide to you (“You”, or “User”). Other agreements you have entered into with First State Bank of Porter as applicable to your First State Bank of Porter account(s) are incorporated by reference and made part of this agreement, including the Account Agreement, Electronic Funds Transfer Agreement and other Disclosures governing your First State Bank of Porter account, are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile check deposit services are designed to allow you to make deposits to your checking, savings, or money market savings account from your Smartphone by capturing an image of both front and back of your check and delivering the images with the account information to First State Bank of Porter or First State Bank of Porter’s designated processor.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email or on our website (s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance for the revised Agreement. Further, First State Bank of Porter reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services.
3. **Eligibility and Qualifications.** To be eligible for this Service, you must have held a First State Bank of Porter account for at least 90 days, with an active checking or savings account in good standing, no more than 6 overdrafts in a 6-month period. The account must carry an average balance of \$250 for the prior 12 months. The Account holder must be at least 18 years old.
4. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
5. **Hardware and Software.** In order to use the Service, you must obtain and maintain, at your own expense, compatible hardware and software as specified by the Apple or Android app stores. First State Bank of Porter is not responsible for any third-party software you may need to use the Service. Any such software is accepted by you is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.
6. **Fees.** There is a charge of \$0.50 per items for the use of this service. Fees for this Service may be amended from time to time with a 30-day notice. Your Mobile provider may charge for airtime, roaming, data usage, text messages, and minutes. Check with your service provider for details on specific fees and charges that may apply.
7. **Items.** You agree to deposit only check images of the original check.
You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered **Ineligible Items**:
 - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
 - Checks containing any alterations on the front of the check or item, or which 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.
 - Checks payable jointly, unless deposited into an account in the name of all payees.
 - Check previously converted to a substitute check, as defined by Reg. CC.
 - Checks drawn on a financial institution located outside of the United States, or checks that are not payable in United States currency.
 - Checks that are remotely created checks, as defined in Reg. CC.
 - Travelers Checks.

- Savings Bonds.
 - Checks that require authorization.
 - Checks with inconsistent numerical and written dollar amounts.
 - Checks dated more than 6 months prior to the date of deposit or check.
 - Checks or items prohibited by the bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your account.
 - Checks with any endorsement on the back other than that specified in this agreement.
 - Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
 - Checks that have been previously been deposited or negotiated in any way via any method at First State Bank of Porter or any other financial Institution.
8. **Image Quality.** The image of an item transmitted to First State Bank of Porter using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or associations.
9. **Endorsement and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "For Mobile Deposit only" or as otherwise instructed by First State Bank of Porter. You agree to follow any and all other procedures and instructions for use of the Services as First State Bank of Porter may establish from time to time.
10. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from First State Bank of Porter that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
11. **Availability of Funds.** For determining the availability of funds deposited via Mobile Deposit, every day is a business day except Saturday, Sunday, and Federal Holidays. Checks deposited via the Service by the Bank's 5:00 p.m. (CST) cutoff time on a business day will be considered deposited that business day, otherwise checks deposited after the cutoff time will be considered deposited on the next business day. In most cases, funds deposited via Mobile Deposit will be available the day after your deposit. However, funds may be delayed for longer periods of time under the following circumstances:
- If we believe a check you deposited may not be paid
 - When you deposit checks totaling more than the deposit limits for this service.
 - When you deposit a check that has been previously been returned unpaid
 - When you have overdrawn your account repeatedly in the past 6 months.
- If we decide that funds from your deposit will be delayed longer, we will notify you via E-Mail or US Postal Service Mail.
12. **Disposal of transmitted Items.** Upon your receipt of a confirmation from First State Bank of Porter that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "Void" and to properly dispose of the item to ensure that it is NOT represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to First State Bank of Porter as required to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for First State Bank of Porter's audit purposes.
13. **Deposit Limits.** We reserve the right to and may establish limits on the dollar amount and /or number of items deposited from time to time. 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, such deposit will still be subject to the terms of this agreement, and we are not obligated to allow such a deposit at other times. The current daily limits for a customer is \$1000.
14. **Errors.** You agree to notify First State Bank of Porter of any suspected errors regarding items deposited through the Services immediately, and in no event, later than 60 days after the applicable First State Bank of Porter

account statement is sent. Unless you notify First State Bank of Porter within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against First State Bank of Porter for such alleged error. Contacting us by either phoning 1-219-926-2136 or by writing us at First State Bank of Porter 230 Lincoln St., Porter, IN 46304.

15. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be First State Bank of Porter 's sole discretion subject to the Account Agreement and Disclosure governing this account.
16. **Ownership & License.** You agree that First State Bank of Porter retains all ownership and proprietary rights in the Services, associated content, technology, and website. Your use of the Services is subject to and conditional upon your complete compliance with this agreement. Without limiting the restrictions of the foregoing, any breach of this Agreement immediately terminates your rights to use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to First State Bank of Porter business interest, or (iii) to First State Bank of Porter actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
17. **DISCLAIMER OR WARRANTIES.** *YOU AGREE YOUR USE OF THE SERVICES 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 THE SERVICES, 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 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.*
18. **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 RESULTING FROM THE USE OR THE INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WEATHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FIRST STATE BANK OF PORTER HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.*
19. **User warranties and indemnification.** You warrant to First State Bank of Porter that:
 - A. You will only transmit eligible items.
 - B. Images will meet the image quality standards.
 - C. You will not transmit duplicate items.
 - D. You will not deposit or represent the original item.
 - E. All information you provide to First State Bank of Porter is accurate and true.
 - F. You will comply with this Agreement and all applicable rules, laws and regulations.You agree to indemnify and hold harmless First State Bank of Porter from any loss for breach of this warranty provision.
20. **Other terms.** You may not assign this Agreement. This Agreement is entered into in Porter, Indiana, and shall be governed by the laws of the State of Indiana and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Signature X _____
Date X _____

Accounts to be signed up _____
