

**Frontier Bank Mobile Banking Addendum
to Frontier Bank Online Banking Enrollment Agreement**
(Effective September 1, 2016)

Accepting this Addendum

By clicking "Agree" when you enroll for mobile banking services ("Mobile Banking", "MBS"), you have read and agree to the terms and conditions of this Addendum. Additionally, by installing the mobile Application or software necessary to utilize Mobile Banking (the "Software") and using Mobile Banking, you also agree to be bound by this Addendum. This Addendum supplements Frontier Bank's Online Banking Enrollment Agreement and Frontier Bank's Business Online Banking Enrollment Agreement (if applicable) which you have already agreed to. In addition to this Agreement, your Account is also governed by our account terms and conditions, including but not limited to Frontier Bank's Funds Availability Policy and Deposit Account Agreement. If the terms and conditions of this Agreement conflict with those of the Deposit Account Agreement, the terms and conditions of this Agreement supersede the terms and conditions of the Deposit Account Agreement, only with respect to the deposits made through the Mobile Banking Service. Deposits made through other channels continue to be governed by the Deposit Account Agreement.

Frontier Bank may offer additional MBS and features in the future. Any such added MBS and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new MBS or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, Frontier Bank may amend these terms and modify or cancel the MBS we offer without notice except as may be required by Law. If we make changes to this Addendum, we will notify you of the changes.

End User Terms

This service is provided to you by Frontier Bank and powered by a Third Party (the "Licensor") mobile technology solution. Section A contains definitions. Section B of these End User Terms is a legal agreement between you and Frontier Bank. Section C of these End User Terms is a legal agreement between you and the Licensor.

Section A

1. Definitions

- "You" and "Your" refer to you as the person who has applied for the Service for personal use, or a small business entity (or its authorized representative) that has applied for this Service for business use by that authorized representative. It also includes anybody you authorize to use the Frontier Bank Mobile Deposit Service on your behalf.
- "We", "Us", "Our" and "Bank" refer to Frontier Bank.
- "Account(s)" means your eligible Frontier Bank Checking, Savings, Certificate of Deposit, Loans and other Frontier Bank products that can be accessed through MBS.
- "Business Day" is every day except Saturdays, Sundays and federal holidays.
- "Check" shall have the meaning given in Regulation CC of the Board of Governors of the Federal Reserve System.
- "Check 21" means the Check Clearing for the 21st Century Act.
- "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess fees for data or text messaging services. Please consult your wireless plan or provider for details.
- "End User License Agreement" means the agreement governing the use of the App software you must download to your Mobile Device in order to use the Service.
- "Image" means the electronic image of the front and back of a Check, in addition to other required information, as specified by us, in the format we specify
- "Image Replacement Document" (IRD) means a substitute check, as defined in Check 21.
- "Mobile Banking" means the online banking services available for the Mobile Device you have registered with us for Mobile Banking and Online Banking.
- "Mobile Deposit" means a deposit that is created by using a Mobile Device to capture an electronic Image of an original Check and the Image is transmitted to Bank for deposit to your checking, savings or money market account.
- "Mobile Device" means any cellular or mobile phone, tablet computer, or personal digital assistant (PDA) satisfying hardware and software requirements as specified by us from time to time that has text messaging capabilities, is Internet (Web) enabled, and/or provides for the capture of images from items and for transmission through the clearing process.

- “Paper Item” is an item that is in paper form. An “item” includes a check, a substitute check, purported substitute check, draft, demand draft, preauthorized draft, image replacement document, money order, or cashier’s check.
- “Text Messaging” or “SMS” means a process that allows you to send and receive messages from us related to your accounts, of up to 160 characters each, using your mobile device.
- “User Guide” means the App download instructions, device instructions, any FAQs and any help content contained within the software application that is downloaded to your Mobile Device.

Section B

Terms and Conditions – all Mobile Banking Services

1. The Bank’s Mobile Banking Services are separate and apart from any other charges that may be assessed by your mobile service provider for data, usage or text messages sent to or received from Frontier Bank. You are responsible for any fees, including any fees associated with the use of MBS, that your wireless carrier may charge for any related data or message services, including without limitation for short message service. This agreement does not amend or supersede any of those agreements with your mobile service provider. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.
2. To use the Mobile Banking Services (MBS), and any related software, you must first be a subscriber to Bank’s Online Banking service (“Online Banking”). You acknowledge that you have read and agreed to the terms and conditions of Bank’s Online Banking Terms and Conditions (“Online Banking Enrollment Agreement”) which applies to these End User Terms. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking, that you have provided us with accurate, current and complete information, that you agree not to misrepresent your identity or account information, and that you will keep your account information up to date and accurate. You also acknowledge and agree to these End User Terms which supplement the Service Agreement when you enroll in Mobile Banking, Text Messaging and/or Mobile Deposit Service.
3. Bank reserves the right to alter these End User Terms from time to time, and Bank reserves the right to terminate, discontinue or suspend any service at any time without notice. You may reject changes by discontinuing use of the MBS. Your continued use of MBS at the date of any such change to the MBS shall constitute your acceptance, receipt of notification of, and agreement to such changes.
4. Our Mobile Banking Service, as well as the content and materials you may receive or access through your use of our service, are proprietary to us and our licensors. You will not damage, impair, interfere with, or disrupt our Online Banking service or its functionality. Bank is not responsible or liable for the acts, omissions, systems or service provided by the Licensor or any of the provisions of Section C which is the responsibility of the Licensor.
5. In order to properly use MBS, you should review and follow the instructions provided. You agree to accept responsibility for learning how to use MBS and agree that you will contact us directly if you have any problems with MBS. We may modify MBS from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use MBS as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use your device and we will not be liable to you for any losses caused by your failure to properly use MBS or your device.
6. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawful harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
7. Not all the Online Banking Services or the functionality on the Online Banking website are available when you use a mobile device, and Mobile Banking and functionality available to you may vary based on the mobile device you use. Bank cannot guarantee and is not responsible for the availability of data service provided by your mobile carrier, such as data outages or “out of range” issues. Bank will not be liable for any delays or failures in accessing MBS or in your receipt of any text messages, as this is subject to effective transmission from your network provider, processing by your mobile device, and delays and

interruptions in the Internet. For those Online Banking Services available through your mobile device, the Online Banking services may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access Online Banking services through your mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking.

8. Your wireless provider's standard rates apply to Internet access, including messaging rates that apply to SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.
9. You represent that you are the owner or authorized user of the mobile device you use to receive our MBS, and that you are authorized to approve the applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you for Mobile Banking. If you use Text Messaging, we will send you a message only once per request.
10. Your wireless provider and other service providers may also collect data from your Mobile Banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your Mobile Banking usage in connection with our Online Banking Service. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property.
11. When you complete forms online or otherwise provide us with information in connection with our MBS, you agree to provide accurate, complete and true information. Bank will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Banking.
12. Security Procedures. By using MBS, you agree to comply with the security procedures set forth in this Addendum and that you will take every precaution to ensure the safety, security and integrity of your account and transactions when using MBS. You are solely responsible for maintaining the security of your Mobile Device (such as using passwords, not having passwords saved, etc.) and for any unauthorized use of your Mobile Device to access the MBS. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree to lock your Mobile Device with a password or number code whenever it is not in use so that your personal information is not accessible by others and that you won't provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access MBS, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. You agree to notify us immediately in the event you become aware of any loss, theft, or unauthorized use of your Mobile Device. SMS or text messages you send or receive in connection with the MBS may not be secure. While we attempt to mitigate the risk of fraud, we do not warrant that a third party will not intercept text messages used in connection with MBS. You agree that you will not send us any sensitive or confidential account information via SMS (or text) message. If Bank believes that any loss, theft or unauthorized use of Access Information has occurred, the Bank reserves the right to deny you access to MBS.
13. Maintenance to MBS may be performed from time-to-time resulting in interrupted service, delays or errors in MBS, and Bank shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but Bank cannot guarantee that such notice will be provided.
14. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Banking and Text Messaging service and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of these End User Terms.
15. Questions. If you have questions regarding MBS, you can contact us at info@frontierbk.com, call us at 712-472-2537, or send a text message with the word "HELP" to this number: 31727. We can answer any questions you have about the program. We do not charge for help or info messages; however, your normal wireless provider rates apply.

16. Privacy and User Information. You acknowledge that in connection with your use of the MBS, the Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the MBS or the Software (collectively "User Information"). The Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from authorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the MBS and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and its affiliates and service providers also reserve the right to monitor use of the MBS and the Software for purposes of verifying compliance with applicable law, this Agreement, and any applicable license, but disclaim any obligation to monitor, filter or edit any content.
17. Fees. You agree to pay the fees described in the Bank's Fee Schedule that apply to your deposit account(s). Bank currently does not charge a fee for the MBS. You understand and agree that fees may be changed from time to time.
18. Third-Party Service Provider. Items and other related information may be processed on our behalf through any agent or third-party service provider ("Service Provider") of us. Performance of services through a Service Provider does not affect any of your obligations under this Agreement.
19. Termination. If you want to terminate your access to the MBS for any reason, you may call us at 712-472-2537, contact us at info@frontierbk.com, or text "STOP" to this number: 31727. MBS, including Mobile Deposit Services, will no longer be available on your Mobile Device. (Online access using our Internet Banking Service to your Accounts will not be affected). If you submit a text message to us for termination, you will receive a one-time text opt-out confirmation text message from us confirming your cancellation of MBS. The Bank reserves the right to terminate or suspend any or all of the Mobile Banking Services at any time with or without cause and without prior written notice. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the MBS for any unauthorized or illegal purposes, or you use the MBS in a manner inconsistent with the terms of your Deposit Account Agreement or any other agreement with us. This Agreement shall remain in full force and effect unless and until it is terminated by you or us.
20. Limitations of MBS. When using the MBS, 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. You agree to use other channels that we offer, such as deposit via a branch, ATM, or bank by mail when the MBS may not be available. Use of the MBS is subject to certain qualification requirements, and we reserve the right to limit or prohibit your access to the MBS, or to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the MBS, in whole or in part, or your use of the MBS, in whole or in part, immediately and at any time without prior notice to you if we believe you are in breach of these Sections or this Agreement or another Agreement related to your Account with us, or are otherwise using or accessing the MBS inconsistent with the terms and conditions thereof. Further, we have the right to suspend the MBS immediately in the event of an emergency or in the event of acts or circumstances beyond our control. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns prior to termination.
21. MBS is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. The MBS may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to the MBS and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
22. Indemnification. In addition to the indemnification obligations set forth in your deposit Account Agreement, you hereby agree to indemnify, defend, and hold us, our employees, officers, directors, agents, consultants, affiliates, service providers, and licensors harmless from and against any claim, expense, liability, cost, loss or damage (including reasonable attorneys' fees and litigation expenses) caused directly or indirectly by:
 - a. Your failure to comply with the terms of this Agreement;
 - b. Your breach of any representation or warranty contained in this Agreement;
 - c. The dishonor or return of any Item for any reason or our presentment of the Item for payment;
 - d. Your failure to maintain the security of your Mobile Device;
 - e. Your negligent or intentional acts or omissions in utilizing the Mobile Banking Services, including, but not limited to, (i) the submission of two or more Images from the same original Item, (ii) calculation or numerical errors made during the submission of Items through the Service; (iii) fraudulent or unauthorized use of your hardware or security credentials;

- f. A third party claim, dispute, action, allegation, misuse, or misappropriation based on information, data, files or otherwise in connection with MBS;
 - g. Your violation of any applicable law, statute, or regulation relating to your use of the MBS;
 - h. Your failure to securely safeguard the original paper check(s) or properly and timely disposal of the original paper check(s)
 - i. Or from your use of Mobile Deposit Services.
23. **Limitation of Liability.** You agree that to the extent not prohibited by applicable law, 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 the mobile banking services 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 mobile 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.
24. **Right to Audit.** We may periodically audit and verify your compliance with this Addendum. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by Bank in the course of such audit.

Mobile Banking App and Text Messaging Service

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. We reserve the right to limit the type and number of accounts eligible and the right to refuse any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the MBS at any time.

1. **Enrollment.** To use the Mobile Banking Services, you must be enrolled to use Online Banking. Then you can enroll one of two ways. You can enroll in Mobile Banking by logging into your Internet Banking account at www.frontierbk.com, click on the options tab and scroll down to the mobile banking profile section. Click enroll now and begin the process. During the process you will be required to confirm your banking relationship with us and undergo a Mobile Device verification procedure. A second method of enrolling is to use your smart phone to download the Frontier Bank App from either the App Store for iPhones or the Google Play Store for droids. Upon completing the download, you will be required to enter your Internet Banking User ID, password and fill out a test question before gaining access to the mobile banking product. Message and Data rates may apply.
2. **Description of Service.** You may use the App to access your Account information (e.g., to check balances and view transactions); transfer funds between eligible Frontier Bank Accounts; receive alert messages (e.g., low balance alert, transfer alert, bill pay alert). This list is not exhaustive, and the Bank may offer additional or different Mobile Banking Services in the future, all of which will be subject to this Agreement. All Mobile Banking Services may not be available via your Mobile Device. Customers approved by Bank to use mobile deposit as part of their MBS will also be subject to the terms governing Mobile Deposit Services as set forth in a different Section.
3. **Messages.** You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number, your wireless provider's name, and the date, time and content of any mobile banking messages including account activity, balance, and status of your accounts and other information that you or we may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the MBS.
4. **Transaction is Final.** Once you have sent transaction instructions to us via the MBS, you will not be able to reverse or "undo" those instructions. It is your responsibility to correctly enter all transaction information into your Mobile Device, including transaction amounts.
5. **Insufficient Funds.** You must have sufficient funds available in the select account at the time the transfer request is received, including any available balance protection. If we process the transfer with insufficient funds available, you agree this service may access any available balance protection limits and fees may be accessed and you agree to cover any applicable overdraft amount plus any applicable fees.
6. **Limitations on Withdrawals.** Federal regulations require financial institutions to limit the number of preauthorized withdrawals to 6 each monthly statement cycle period for savings or money market accounts. Each transfer from a savings or money market account using MBS is counted as one of the six limited transactions permitted each monthly statement cycle period. You may be subject to fees or account conversion if you exceed the transaction limits of your Account using MBS or any other methods outlined in your Deposit Account Agreement and Disclosures.

Mobile Deposit Service (MDS)

The following terms apply only to customers who have been approved by the Bank to use the Bank's mobile deposit services (MDS). MDS is not available to all customers, and we reserve the right to limit or prohibit your access to such services at any time if you are in violation of these End User Terms, the Online Banking Agreement, Account Agreement, or for any other reason the Bank may feel it is necessary to limit or prohibit access. We reserve the right to change the eligibility requirements and the MDS at any time without notice to you. Bank may also terminate the MDS in the event your wireless service terminates or lapses. If there is any conflict between these terms and terms set forth elsewhere in this Agreement or any other agreement between you and the Bank, these terms will control.

1. Mobile Deposit Service. Pursuant to the terms of this Agreement, you may use the MDS to deposit Checks to your eligible Accounts by creating an electronic Image of an original Check using a capture device on a Mobile Device (such as a camera) and transmitting that Image and associated information to Bank for deposit to your checking, savings or money market accounts. Each Image must include the front and back of the original Check, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the Check. You agree to follow any and all other procedures and instructions for use of the MDS we may establish from time to time. You may transmit images to us only from a Mobile Device located in the United States.
2. Eligibility. As conditions to provisions of MDS, you shall maintain the Account in good standing, subscribe to Online Banking, and comply with such restrictions on MDS as we may communicate to you from time to time.
3. Endorsement Requirement. You agree that all Checks deposited via the MDS will include the following endorsement:
 - Signature(s) from the named payee(s)
 - For Mobile Deposit - Frontier Bank
 - Date of the deposit
4. Hardware and Software Requirements. In order to use the MDS, you must obtain and maintain, at your expense, an appropriate Mobile Device as specified by Bank. You agree to transmit an Image to us using only a Mobile Device authorized by us to transmit Images. We may change the list of approved Mobile Devices from time to time. We may reject Images that you transmit to us with an unapproved Mobile Device or by other means to which we have not given our consent. You are responsible for maintaining the capacity and connectivity of your Mobile Device as required for use of the MDS. We are not responsible for any third party software you may need to use for the MDS. You accept any such software as is and are 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.
5. Security. You are solely responsible for the security of your Mobile Device and for any use of the Mobile Device to access the MDS or transmit Checks for us to deposit. You agree to implement and maintain specific internal security controls to protect your Mobile Device and customer information. We may require that you implement and maintain additional specific security controls, and we may notify you of those controls and amend them from time to time. It is strongly encouraged to mitigate risk that smart phone devices are password protected to access the device. Some applications will require additional log-in credentials for heightened security. You agree to notify us immediately in the event you suspect or become aware of any loss, theft, or unauthorized use of the MDS through your Mobile Device.
6. Image Quality. You are responsible for the quality of any image that you transmit. If we determine that an Image that we receive from you for deposit to your Account is not of sufficient quality to satisfy our image quality standards, as we may establish from time to time, we may reject the Image prior to submission or upon further review by the Bank. You may experience delayed notification of rejection if the image is rejected during review by the Bank. The image must be legible and clear and must not be altered. The image must capture all pertinent information from the front and back of the item along with the MICR line. Image quality must comply with industry requirements established and updated by the ANSI, Federal Reserve Board and any other regulatory agency. You authorize us to convert items to Image Replacement Documents (IRDs) or transmit them as an image. If the electronic files and/or images transmitted to us with respect to any item do not comply with our requirements for content and/or format, we may, in our sole discretion:
 - a. further transmit the Electronic Item and data in the form received from you;
 - b. repair or attempt to repair the Electronic Item or data and then further transmit it;
 - c. process the Item using photocopies in lieu of originals; or
 - d. return the data and Electronic Item to you unprocessed and charge back your account.

7. Eligible Items. You agree to scan and deposit only original Checks using the MDS. If you send an Item to us that was not captured from an original Check, you agree to indemnify, defend and hold us harmless against any financial loss, costs (including but not limited to attorneys' fees, costs of litigation and consequential losses, if any), claim, harm or damage that we suffer as a result. In our discretion, we may terminate your access to the MDS immediately if you send an Item that was not captured from an original Check.
8. Prohibited Items. You agree and warrant that you will NOT use the MDS to scan and deposit any of the following types of Checks or other Items, which shall be considered prohibited Items:
- Checks that are not payable to you and endorsed by you;
 - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;
 - Third party checks and electronic checks;
 - Checks payable jointly, unless deposited into an account in the name of all payees;
 - Checks made payable to "cash";
 - Checks containing any alteration, 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 that are incomplete or contain incomplete information (such as no signature of the person from whom the item is drawn, lack of an issued date);
 - Checks previously converted to a substitute check, as defined in Regulation CC, any IRDs that are derived from or that purport to be substitute checks, or were otherwise cashed or deposited;
 - Checks that are remotely created checks, as defined in Regulation CC;
 - Checks drawn on or payable by or at a financial institution located outside the United States.
 - Checks not payable in United States currency;
 - Checks dated more than six (6) months prior to the date of deposit or postdated;
 - Checks or Items, the deposit of which is prohibited by our current procedures relating to the MDS, is otherwise not acceptable under the terms of your Deposit Account Agreement, or is in violation of any applicable law, rule or regulation;
 - Checks with any endorsement on the back other than that specified in this Agreement;
 - Checks that have been previously submitted through the MDS or through a mobile deposit or remote deposit capture service offered at any other financial institution;
 - Checks stamped "non-negotiable", "Void" or any other word or phrase indicating that the Item is not valid;
 - Checks that have been previously deposited and returned;
 - Checks that are a Cashier's Check, Money Order, US Savings Bond, Traveler's checks.

Nothing in the Addendum shall be construed as requiring Bank to accept any Item for deposit unless the check and its electronic submission meet the requirements of this Addendum, even if Bank has accepted that type of Item previously, nor shall Bank be required to identify or reject any checks. You agree that prohibited Items must be deposited through other channels that we offer, such as at a branch, ATM or bank by mail.

9. Limits. With regard to Checks deposited through the MDS, the daily mobile deposit limit is \$2,000 with no single deposit to exceed \$1,500. The Bank reserves the right to adjust these limits based on account activity, abuse of the MDS, or general risk parameters. If you attempt to initiate a deposit through the MDS in excess of these limits, we may reject your deposit. If we permit you to make a deposit through the MDS in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.
10. Returned Items. In the event that any Item you transmit to us through the MDS is dishonored, rejected or returned for any reason, you authorize us to debit the amount of the Item from your Account, or offset the amount from any of your other accounts with us, and assess appropriate fees per the Bank's fee schedule. You acknowledge that all credits received for deposits made through the MDS are provisional, subject to verification and final settlement. You acknowledge we may reverse such provisional credit if we do not receive final payment from the drawer's financial institution. You understand and agree that returned deposit activity may result in the cancellation of your access to the MDS. Any Item that we may return to you will be returned in the form of an Image or an IRD, and you acknowledge that such Image or IRD may not be used to re-present the item.
11. Disposal of Original Check. For any Image you transmit, you shall be responsible for preventing the transmission of another Image of the original Check or presentment of the original Check by any other means. You agree to safeguard and keep the original Check for 14 calendar days after you have transmitted the Check (the "holding period"). After the holding period expires, if you have verified that the funds have been credited to your Account, you agree to mark the original Check "void" and

destroy the original Check in a manner that protects sensitive information so it is not readable and renders the original Check incapable of further transmission, deposit or presentment. Upon our request from time to time, you will deliver to Bank within 7 calendar days, at your expense, the original Check to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as we otherwise deem necessary. If not provided in a timely manner, such amount will be reversed from your Account. You also agree during the 14-day period to keep the original Check in a safe and secure location and to safeguard the information on the Check. You are responsible for any loss that is incurred if you fail to keep the Check safe and secure. To minimize your damages, you should contact us as soon as you discover that any original Check has been lost or stolen.

12. Errors. Cooperation with Investigations. You agree to notify us any suspected errors regarding Items deposited through the MDS right away, and in no event later than 60 days after the applicable Account statement has been made available to you. Unless you notify us within 60 days, the statement listing all deposits made through the MDS shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions and resolution of customer claims, including by providing, upon request, and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.
13. Payment Processing.
- a. Transmission of Items. The Images you send us are not considered received by us until you see a memo post acknowledging that we have accepted your deposit. However, this memo post confirmation does not mean that the transmission was complete, error free, or will be considered a deposit and credited to your Account.
 - b. Item Review. Bank will use commercially reasonable efforts to review transmitted Electronic Items and has the right to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service, without liability to you even if such action causes outstanding checks or other debits to your account to be dishonored and returned. We are not responsible for Electronic Items: (a) that were previously processed; (b) that may fail during transmission and were not received by Bank; (c) that fail to satisfy our image quality requirements; (d) that do not meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images; (e) or that are prohibited for being deposited as mentioned in this Agreement. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party. The Bank reserves the right to charge a service fee for any Item that is presented more than once for collection. See the Bank's fee schedule for related details.
 - c. Funds Availability. If an Image you transmit through the MDS is received, accepted and successfully processed before 3:00 pm Central Time on a business day that we are open (every day except Saturdays, Sundays and federal holidays), we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds from Items deposited through MDS will generally be made available to you pursuant to our Funds Availability Policy, although there may be delays in the availability of the funds, and we are not responsible for any loss, costs or fees that you may incur as a result of any such delay. See the disclosure entitled "Funds Availability" that was provided to you at the time your deposit account was opened for additional information on funds availability.
 - d. Notices. You consent to the electronic delivery of hold and error in deposit notices. Notices may be sent to your email address that you provided within Online Banking. You agree that this email address is up to date and a valid email address to contact you. You may change this email by contacting the Bank at 712-472-2537 or through Online Banking Service. We will notify you by email, telephone or text message with the contact information we have on file with you when a deposit has been rejected or declined. We may also contact you if necessary to resolve any deposit disputes.
 - e. Problems in Transmission. By using the MDS you accept the risk that an Image may be intercepted or misdirected during transmission. You understand that, while we and our service provider have established certain security procedures, such as firewalls, codes and data encryption designed to prevent unauthorized access to your Accounts or transactions, there can be no assurance that the MDS will be completely secure. You also understand that access to the MDS will not be free from delays, malfunctions, or other inconveniences generally associated with the Internet. You agree that we are not responsible for any such unauthorized access, delays or malfunctions, and we are not responsible for the acts of third parties or for any delay or interruption in the MDS beyond our control. The Bank bears no liability to you or others for any such intercepted or misdirected Images or information disclosed through such error or other problems in the course of transmission of the Images.

- f. Processing Exception Items. If you wish to attempt to deposit any Exception Item to your Account, you shall do so only by depositing at a physical branch location the original paper Check to which the Exception Item is based or as otherwise agreed between us.
 - g. Processing Deposit if MDS is not functioning. Out of the Bank's control, the MDS may be inoperable on a temporary basis. Until the MDS is functioning properly, you may make your deposit through other means, such as mailing the Bank the deposit, bringing the deposit to the Bank, or using night depository.
14. Warranties and Representations. You make the following warranties and representations to us:
- a. You and any user you authorize will use the MDS only for lawful purposes and in compliance with all applicable rules and regulations any with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
 - b. You will use the MDS to transmit and deposit images of original paper Checks only.
 - c. You will not transmit duplicate Checks to us or any other person for deposit.
 - d. You will not re-present or redeposit, otherwise transfer or negotiate the original item, after transmitting an Image of the Check to us for deposit. If any Check is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you.
 - e. You will transmit only Images of Checks eligible for deposit through the MDS and will handle Items as agreed herein.
 - f. You are a person authorized to enforce each Check or are authorized to obtain payment of each Check on behalf of a person entitled to enforce a Check.
 - g. You will not deposit items into your account unless you have authority to do so.
 - h. Checks have not been altered and you are not aware of any factor which may impair the collectability of the Check.
 - i. Each Check bears authentic and authorized signatures and endorsements.
 - j. Each Check has been endorsed as: Payee Signature; Mobile Deposit - Frontier Bank; date of deposit
 - k. You will not knowingly or unknowingly transmit or cause to be transmitted to us any computer virus or malicious code.
 - l. All Images accurately and legibly represent all of the information on the front and back of the original Item as originally drawn.
 - m. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.
 - n. You will keep your email address updated within Online Banking or contact the bank at 712-472-2537 and provide an updated email address.
 - o. You will complete each deposit promptly and keep your Mobile Device in your possession until each deposit has been completed.
 - p. You will not create any additional duplicate images of the original Item.

Section C

End User License Agreement Terms for the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from Bank and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. Disclaimer of Warranties. You agree your use of the Mobile Banking Services and all information and content (including that of third parties) is at your own 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 MBS, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the MBS will meet your requirements, will be uninterrupted, timely, secure or error-free, be free from defects or viruses, the results that may be obtained from the MBS will be accurate or reliable, and any errors in the MBS or technology will be corrected. Your use of the software and any other

material or services downloaded or made available to you through the software is at your own discretion and risk, and you are solely responsible for any damage resulting from their use.

Failure to protect your hardware and security credentials may allow an unauthorized party to access the service and transmit an electronic item for deposit. All uses of MBS through your security credentials will be deemed to be uses authorized by you and binding upon you. You assume the entire risk for the fraudulent or unauthorized use of your security credentials. You agree to (a) exercise responsible behavior when using the service, (b) follow the instructions and recommendations that Bank provides you with respect to the service, (c) use maximum caution in protecting your hardware and security credentials from unauthorized access. You agree to notify Bank if you become aware of any loss or theft of, or any unauthorized use of MBS or your security credentials.

4. Intellectual Property. This Agreement does not transfer to you any ownership or proprietary rights in the MBS or any associated content, technology, Software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the MBS and any associated content, technology and Software. Neither you nor any user you authorize will:
 - a. Sell, lease, rent, distribute, license or sub-license or otherwise transfer rights to the MBS;
 - b. Modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the MBS or any part of it in any way for any reason;
 - c. Provide, disclose, divulge or make available to or permit use of the MBS by any third party.
 - d. Copy or reproduce all or any part of the MBS;
 - e. Interfere, or attempt to interfere, with the MBS in any way;
 - f. Use the MBS in any anti-competitive manner or for any purpose that would be contrary to the Bank's business interests;
 - g. Decompile, reverse engineer or otherwise attempt to derive the source code for the MBS;
 - h. Remove or alter any proprietary notices, legends, symbols or labels in the MBS, including, but not limited to, any trademark, logo or copyright.
5. Acceptance of Agreement. Your use of the MBS constitutes your acceptance of this Agreement. From time to time, the Bank may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cut-off time, any business day, and any part of the Schedules referenced herein. We will notify you of any material change to the Agreement. Such amendments shall become effective upon your receipt of notice or such later date as may be stated in the notice. If a change is made for security purposes, we may implement the change without prior notice to you. If you do not agree with the change, you may discontinue using the MBS. However, your continued use of the MBS will indicate your acceptance of and agreement to any changes to the Service.