
MOBILE DEPOSIT USER AGREEMENT

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Midwest Bank's Mobile Deposit services that Midwest Bank ("bank", "us", "our", or "we") may provide to you ("you," or "User"). Other agreements you have entered into with Midwest Bank, as applicable to your Midwest Bank account(s), are incorporated by reference and made a part of this Agreement, including the Online Banking Agreement and Disclosure Statement.

Midwest Bank's Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to Midwest Bank or our designated processor.

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. This Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. 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.

HARDWARE AND SOFTWARE

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software. Midwest Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and 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.

FEES

There is no charge for the Service. Midwest Bank may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above.

ELIGIBLE ITEMS

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Midwest Bank is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

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 not payable to the person or entity that owns the account that the check is being deposited into.
- Checks that have been altered in any way are fraudulent or 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.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the bank's current procedures relating to the services 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 previously been deposited or negotiated in any way via any method at Midwest Bank or any other financial institution.

ENDORSEMENTS AND PROCEDURES

You agree to restrictively endorse any item transmitted through the Services as "Mobile Dep MWB and your signature" or as otherwise instructed by Midwest Bank. You agree to follow any and all other procedures and instructions for use of the Services as Midwest Bank may establish from time to time.

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 Midwest Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at anytime, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

AVAILABILITY OF FUNDS

Checks deposited via the Service by the 4:00pm CST deadline will be considered deposited on that business day and subject to the Funds Availability disclosure provided during account opening. Otherwise, we will consider that the deposit was made on the next business day. Funds deposited using the Services will generally be made available on the first business day after the day of deposit.

DISPOSAL OF TRANSMITTED ITEMS

Upon your receipt of a confirmation from Midwest Bank that we have accepted an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented" or "VOID". You agree never to re-present the item. You agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to Midwest Bank.

DEPOSIT LIMITS

We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits 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 will not be obligated to allow such a deposit at other times.

PRESENTMENT

The manner in which the items are cleared, presented for payment, and collected shall be in Midwest Bank's sole discretion subject to the agreements governing your account.

ERRORS

You agree to notify Midwest Bank of any suspected errors regarding items deposited through the Services immediately. Unless reported in a reasonable period of time deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Midwest Bank for such alleged error.

ERRORS IN TRANSMISSION

By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. Midwest Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

IMAGE QUALITY

The image of an item transmitted to Midwest Bank using the Services must be legible, as determined in the sole discretion of Midwest Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Midwest Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

USER WARRANTIES AND INDEMNIFICATION

You warrant to Midwest Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Midwest Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor that may impair the collectability of the item.
- You agree to indemnify and hold harmless Midwest Bank from any loss for breach of this warranty provision.

DATA SECURITY

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately 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.

COOPERATION WITH INVESTIGATIONS

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 deposited through the Service in your possession and your records relating to such items and transmissions.

TERMINATION

We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until we terminate it. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us.

ENFORCEABILITY

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement

shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

OWNERSHIP & LICENSE

You agree that Midwest Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose, which would be contrary to Midwest Bank's business interest, or (iii) to Midwest Bank's actual or potential economic disadvantage in any aspect. You may use the Services only 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.

DISCLAIMER OF 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 non-infringement. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

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 the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Midwest Bank has been informed of the possibility thereof.

OTHER TERMS

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Midwest Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

If any provision of this agreement shall be rendered unenforceable, the remaining provisions shall continue to apply.

You agree that you have reviewed an electronic version of this agreement, and that you will abide to all terms and conditions contained therein at all times. If you do not have access to print a copy of this agreement you may request a copy by contacting any of our Midwest Bank locations.