

**FIRST NATIONAL BANK OF SPEARVILLE
MOBILE BANKING AGREEMENT AND DISCLOSURE
ONLINE BANKING SERVICE AGREEMENT ADDENDUM**

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS. YOU MAY ACCESS A COPY OF THIS AGREEMENT BY LOGGING ONTO THE ONLINE BANKING SYSTEM AT WWW.FNBSPEARVILLE.COM OR BY CONTACTING US AT 620-385-2636.

This Mobile Banking Agreement and Disclosure (the "Agreement") sets forth the terms and conditions governing the use of First National Bank of Spearville's Mobile Banking Service (the "Service"). By clicking I AGREE at the bottom of this Agreement, or by using this Service, you agree to be legally bound by this agreement, and acknowledge that you have read and understand the terms and conditions of this Agreement. These terms and conditions are in addition to the most recent other account agreements, disclosures, and documents you have received from us pertaining to your account, including, but not limited to, Deposit Agreement, Account Agreement, Terms and Conditions of Your Account Disclosure, and if you are a natural person who holds the account for personal, family or household purposes the Electronic Funds Transfer (Regulation E) Disclosure.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking service or feature will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added or at the time of enrollment for the feature or service. We reserve the right to amend these terms and modify or cancel the Service without notice, except as may be required by law.

1) Definitions Whenever used in this Agreement, the following words and phrases shall have the meaning specified:

"Account(s)" means any eligible First National Bank of Spearville checking account, savings account, loan, money market account, safe deposit box information, or other product that may be accessed through Mobile Banking.

"Bank," "we," "us," or "our" refers to First National Bank of Spearville.

"Business Day(s)" means any calendar day other than Saturdays, Sundays, or any federally recognized holiday.

"Mobile Banking" means banking services accessible from the Mobile Device(s) you have registered with us for Mobile Banking.

"Mobile Device" means a supportable device that includes, but is not limited to, "cellphones", "PDAs"(Personal Digital Assistants), "pagers," and "computer tablets," that is web-enabled and allows secure SSL traffic which is also capable

of receiving text messages. **Please note that your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

“You” or “your(s)” refers to each person(s) with authorized access to your Account(s) who applies for, subscribes to, or uses the Mobile Banking Service.

2) **Mobile Banking Service**

A. Description of Service: Mobile Banking is offered as an additional 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. Mobile Banking allows you to access your First National Bank of Spearville account information and conduct a variety of other transactions (see the Permitted Mobile Banking Transactions section below). In order to use the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Mobile Device. Information about the Bank’s Mobile Banking Service is available on our website at the Bank’s website: www.fnbspearville.com

Mobile Banking may not be accessible or may have limited use over some network carriers. The Service may not be supportable for all Mobile Devices. The Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of range” issues.

B. Limitations: We reserve the right to limit the types and number of accounts eligible for the Service. We reserve the right to refuse to execute any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the Service at any time.

C. Equipment and Software Requirements: Please visit the Mobile Banking FAQ page on our website to view the current minimum system requirements for your mobile device.

D. Use of Service: To properly utilize Mobile Banking, you should review and follow instructions provided on our website at www.fnbspearville.com. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you encounter any problems with Mobile Banking. We may modify the Service 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 Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Mobile Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Mobile Device.

E. Relationship to Other Agreements: You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which may impact your use of Mobile Banking (i.e. data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. 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.

Any deposit account, loan or other banking product accessed through this Service is also subject to the most recent Bank Account Agreements and Disclosures provided to you. You should review the Account Disclosures carefully, as they may include transaction limitations and fees which may apply to your use of Mobile Banking.

3) Permitted Mobile Banking Transactions

A. Transfers: You may use the Service to transfer funds between your Accounts. You may not transfer to or from an account at another financial institution using this Service.

- i. Hours of Availability:** If you submit your transfer request prior to the deadline established by us for the Mobile Banking transfer service, you will initiate an immediate Transfer via Mobile Banking. Transfer transaction requests received after 3:30 p.m. CST on a Bank business day and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.
- ii. Limitations:** Transfers via the Mobile Banking Service are subject to all withdrawal and transfer limitations and excess activity charges described in your most recent Bank Account Agreements and Disclosures. We reserve the right to limit the frequency and dollar amount of transaction from your accounts for security reasons.

You must have sufficient funds available in the selected account at the time the transfer request is received. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings

or money market account using Mobile Banking is counted as one of the limited transactions permitted each monthly statement cycle period, as described in the most recent Bank Account Agreements and Disclosures provided to you. You may be subject to fees or account conversion if you exceed the transaction limits of your Account using Mobile Banking or any other methods outlined in the most recent Bank Account Agreement and Disclosures provided to you.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

4) Responsibilities

A. Account Ownership/Accurate Information: You represent that you are the legal owner or authorized signer of the Account(s) and other financial information which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Mobile Device you will use to access Mobile Banking.

B. User Security: You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. 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. You agree not to provide your username, password or other access information to any unauthorized person. If you allow any other person to use your Mobile Device, login information, or other means to access Mobile Banking, 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.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

C. User Conduct: You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would:

- i. infringe any third-party copyright, patent, trademark, trade secret or other proprietary right or rights of privacy, including any right in the Software;
- ii. 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;

- iii. 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);
- iv. be false, misleading or inaccurate;
- v. create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers;
- vi. be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- vii. potentially be perceived as illegal, offensive or objectionable;
- viii. interfere with or disrupt computer networks connected to Mobile Banking;
- ix. interfere with or disrupt the use of Mobile Banking by any other user; or
- x. use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Re-Sale or Commercial Use: You agree that the Service is only for the use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

E. Indemnification: Unless caused by our intentional misconduct or gross negligence, you shall indemnify, defend and hold harmless First National Bank of Spearville, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from:

- i. a third-party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service;
- ii. your violation of any law or rights of a third-party; or
- iii. your use, or use by a third-party, of Mobile Banking.