

**As of November, 2022**

Thank you for using Surety Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. In case of questions please contact customer service at 1-855-4SURETY or visit [www.mysuretybank.com](http://www.mysuretybank.com).

**Terms and Conditions**

Program: Surety Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 1-855-4SURETY, or via our contact form at our website [www.mysuretybank.com](http://www.mysuretybank.com). We can answer any questions you have about the program.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile<sup>®</sup>, U.S. Cellular<sup>®</sup>, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Surety Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Surety 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 Mobile Banking or the Software (collectively "User Information"). Surety Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking 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. Surety Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international

Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Surety Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Surety Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Surety Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

### **Mobile Deposit Terms & Conditions**

Your use of the Surety Bank Mobile Deposit Service is governed by the terms of the online access agreement (OAA) and these terms & conditions.

Your enrollment in the *Surety Bank Mobile* Deposit Service constitutes your agreement with the terms of the OAA and these terms. Terms used herein but not defined shall have the meaning assigned to

them in the OAA. You acknowledge that you have read this Addendum and will retain a copy for your records.

In this Addendum, the words "you" and "your" refer to you as the person or business entity entering into this Addendum. The words "you" and "your" also include any user you authorize to use the Surety Bank Mobile Deposit Service on your behalf. The words "we," "us," and "our" refer to Surety Bank.

A. Description of the Surety Bank Mobile Deposit Service. The Service enables you to use a Surety Bank Mobile Banking application and certain hardware (such as a smartphone or other mobile device) approved by us to (i) create electronic images of the front and back of certain Paper Items and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Addendum. "Electronic Item" means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:

1. create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the "Paying Bank");
2. include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
3. present or post any Electronic Item for which we are the Paying Bank.

B. Qualification. In order to enroll in the Service, you must be designated as an authorized signer or owner of a Surety Bank Account (the "Account") that is eligible for this Service and be approved by Surety Bank.

C. Conditions to Provision of the Service. As conditions to Bank's provision of the Service, you shall (a) maintain the Account in good standing, (b) subscribe to Surety Bank Online Banking, and (c) comply with such restrictions on the Service as we may communicate to you from time to time.

**D. FEES. The Service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been**

disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at Surety Bank from which fees for the Service will be debited (your "Billing Account").

Any applicable fees for the Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

E. Creating and Transmitting Electronic Items to Surety Bank. **When you make a mobile deposit, please sign the back of your check, and write "For Mobile Deposit at Surety Bank Only" below your signature. (If available, check the box that reads: "Check here if mobile deposit".)**

You shall use hardware approved by Surety Bank, and or Surety Bank Online Banking to create electronic images of checks and other Paper Items that you wish to deposit to your Account by means of the Service, and to transmit your Electronic Items to us. The following items may not be deposited through the Service: international checks, remotely created checks (whether in paper form or electronically created), checks drawn against a line of credit, or cash. Except as noted in the preceding sentence, only checks, money orders, cashier's checks, or traveler's checks, drawn on or payable at or through a U.S. bank, can be transmitted through the Service. Additionally, only Items that are made payable to, and indorsed by, you may be transmitted through the Service.

**Limits for Mobile Deposits:**

Maximum per Day, \$500 (up to 5 Check Items)

Maximum per Month, \$5,000 (up to 20 Check Items).

To request an increase on these limits on your account(s), please contact us on 386-734-1647, or visit one of our branches.

F. Processing Your Electronic Item(s). If you transmit your Electronic Item(s) to Surety Bank before the cut-off time we separately disclose to you (the "Cut-Off Time") on any Business Day, we shall review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item(s) to us after the Cut-Off Time on any Business Day, we shall review and process your Electronic Item(s) on the next Business Day. Your Electronic Item(s) is deemed to have been received by the Bank when the Service generates a confirmation message.

**Mobile Deposit Funds Availability**

This section, and the availability of funds as described here, applies only to deposits made through Mobile Deposit through the Surety Mobile App. For availability of other deposits, see Surety Funds Availability Disclosure.

### Business Days and Cutoff Time

We are open Monday through Friday excluding federal holidays. Check Images received and accepted for processing prior to 4:00 PM EST on a business day that we are open are considered received as of that day. Otherwise, the Check Images will be considered the work of the next business day.

### Next-Day Availability

Funds are available on the next business day after the day of deposit for:

- ⊞ U.S. Treasury Checks

### Second-Day Availability

Funds are available on the second business day after the day of deposit for:

- + Other checks drawn on a bank in the United States, including:
  - Personal and Business Checks
  - State and Local Government Checks
  - Treasurer's/Cashier's Checks
  - Certified Checks
  - Federal Reserve Bank Checks
  - Federal Home Loan Bank Checks
  - U.S. Postal Service Money Orders

### Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of the check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

### Longer Delays May Occur

Under certain circumstances, a longer hold period may apply before funds deposited by check are available. A longer delay may apply if, for instance:

- + Surety or the Bank believe a deposited check will not be paid.
- + You deposit checks totaling more than \$5,525 in one (1) day.
- + You redeposit a check that has been previously returned unpaid.
- + Surety or the Bank experiences an emergency, such as failure of communications or computer delays.

Surety will send a Notice of Delayed Availability informing you if your ability to withdraw funds is delayed for any reason including information on when the funds will be available. Generally, funds will be available no later than the ninth (9th) business day after the deposit is accepted for processing.

G. Exception Items. Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service (each, an "Exception Item"). "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. We will notify you of each Exception Item through the Surety Bank Online Banking service, or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your Account, you shall do so only by depositing the original Paper Item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to Surety Bank under Paragraph J.

H. Deposits to the Account. Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the Account on the Business Day that we process the Electronic Item, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Item will be deemed to have been deposited at the office where the Account is maintained.

I. Security Procedures. Any individual authorized by you to access the Service (a "User") shall do so by entering a username and a password, or other unique identifier that may be required (collectively referred to herein as "Security Credentials"). No person employed by Surety Bank shall have access to any Security Credentials you or your Users create. From time to time, we may require you to use additional security and authentication procedures.

J. Your Warranties to Surety Bank. You represent and warrant to Surety Bank that:

**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 THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT SURETY BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY SURETY BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

J.1. You will use the Service only for Paper Items that are payable to, and indorsed by, you.

J.2. You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original Paper Items for a minimum of five (5) calendar days, but no longer than fourteen (14) calendar days, from the transmission date (“Retention Period”). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and irretrievably

destroy original Paper Items from which you have previously created and submitted to us an Electronic Item.

J.3. You will not submit any duplicate Electronic Items to us.

J.4. You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item.

J.5. You will transmit to us only Electronic Items that are suitable for processing, including, but not limited to, Electronic Items that are legible and contain machine-readable MICR data.

J.6. You will review and verify for accuracy the information contained in the Electronic Item(s) before you transmit it to us.

J.7. You will only transmit Electronic Item(s) that are drawn on or payable at or through banks located within the United States.

J.8. You will not store or make a back-up copy of the Electronic Item(s).

K. Your Agreement to Indemnify Surety Bank. You will indemnify, defend, and save harmless Surety Bank, its parent company and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Paragraph K, "Indemnitees") from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):

K.1. Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to, (i) duplicate scanning of the same original Paper Item, (ii) transmission of duplicate Electronic Items, (iii) calculation errors of deposit totals, (iv) numerical errors on deposit data entry, and (v) fraudulent or unauthorized use of your hardware or Security Credentials.

K.2. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Addendum.

K.3. The violation of any applicable law, statute, or regulation in the performance of your obligations under this Addendum.

K.4. Surety Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Item or an illegible Electronic Item;

K.5. Our presenting to Paying Bank an Electronic Item for payment; and

K.6. Your failure to (i) securely maintain your hardware or the original Paper Items, or (ii) properly and timely dispose of original Paper Items in accordance with Paragraph J.2, in which event such Losses and Liabilities shall include without limitation consequential damages.

This Paragraph K shall survive the termination of the Service.



L. Termination. You or we may terminate the Service at any time.

M. Right To Audit. We may periodically audit and verify your compliance with these terms and conditions. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by Surety Bank in the course of such audit.

N. Entire Agreement; Conflicting Terms. This Addendum forms part of and is incorporated by reference into the OAA. Except as amended by these terms and conditions, the OAA remains in full force and effect. In the event of any conflict between these terms and conditions and the OAA, these terms and conditions shall govern with respect to the Service.

Deposit products offered by Surety Bank, Member FDIC.