

## Mobile Banking Deposit User Agreement (“Agreement”)

This Agreement contains the terms and conditions for the use of Security Bank Mobile Banking Deposit and/or any other remote deposit capture services that Security Bank (“Security Bank”, “us,” or “we”) may provide to you (“you,” or “User”) through a mobile telephone, personal digital assistant (PDA), tablet or similar devices. Other agreements you have entered into with SECURITY BANK, including the Depository Agreement and Disclosures governing your SECURITY BANK account and the Online Banking Service Agreement, are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile banking deposit services (“Services”) are designed to allow you to make deposits to your checking or savings account from home or other remote locations by scanning checks and delivering the images and associated deposit information to SECURITY BANK or SECURITY BANK’s designated processor.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via secure message through our online banking site or on our website(s) by providing a link to the revised Agreement or other acceptable manner of delivery. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, SECURITY 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.
3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change 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.
4. **Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”) and the Uniform Commercial Code<sup>1</sup>. You agree that you **will not use the Services** to scan and deposit any checks or other items as shown below:
  - a. Checks or items payable to any person or entity other than you.
  - b. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
  - c. Checks or items previously converted to a substitute check<sup>2</sup>.
  - d. Checks previously deposited and returned unpaid (charge-back items).
  - e. Checks or items drawn on a financial institution located outside the United States.
  - f. Checks or items that are remotely created checks<sup>3</sup>.
  - g. Checks or items not payable in United States currency.
  - h. Checks or items dated more than 6 months prior to the date of deposit.
  - i. A single check in an amount over the dollar limit.
  - j. Checks or items prohibited by SECURITY BANK’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your SECURITY BANK account.
5. **Image Quality.** The image of an item transmitted to SECURITY BANK using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing

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<sup>1</sup> A check means (i) a draft, other than a documentary draft, payable on demand and drawn on a financial institution or (ii) a cashier’s check or teller’s check. An item may be a check even though it is described on its face by another term, such as “money order.”

<sup>2</sup> A substitute check is a paper item generated when the original check has been converted to an electronic item.

<sup>3</sup> Remotely created check means an item drawn on an account, which is not created by the payor bank and does not bear a handwritten signature purporting to be the signature of the drawer.

house or association. You may find that some Money Orders do not produce a satisfactory image and cannot be deposited through Mobile Banking Deposit.

6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as:

*For Mobile Deposit Only  
to Security Bank  
your signature  
Security Bank Account # \_\_\_\_\_*

or as otherwise instructed by SECURITY BANK. You agree to follow any and all other procedures and instructions for use of the Services as SECURITY BANK may establish from time to time.

7. **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 SECURITY BANK that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
8. **Availability of Funds.** Funds from your check deposits will be available to you on the first business day after we receive your deposit. For determining the availability of your deposit, every day is a business day, except Saturdays, Sundays and Federal holidays. If your deposit is confirmed as received before the cut off time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the cut off time or on a day we are not open, we will consider the deposit to be made on the next business day we are open. All deposits are subject to review and may not be available for immediate withdrawal.
9. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from SECURITY BANK that we have received the image of an item, you agree to store the paper check in a safe place until you have verified that the funds have been deposited into your account on your account statement. Then prominently mark the item "VOID" and properly dispose of the item to ensure that it is not represented for payment. ***You agree never to re-present the item.*** You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to SECURITY BANK as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for SECURITY BANK's audit purposes.
10. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.
- a. \$5,000 daily deposit limit
  - b. \$5,000 single item deposit limit
  - c. \$40,000 rolling 20 business day deposit limit
  - d. Daily deposit limit of 5 items
  - e. Rolling 20 business day limit of 10 deposits
11. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by SECURITY BANK from time to time. See [www.sbtulsa.bank](http://www.sbtulsa.bank) for current hardware and software specifications. SECURITY 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.
12. **Errors.** You agree to notify SECURITY BANK of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable SECURITY BANK account statement is sent. Failure to report any errors to us within 30 days of when we first send or make the statement available precludes you from asserting a claim against the bank for any such errors. All deposits are subject to regulations and policies of this bank as from time to time adopted or amended.

13. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in SECURITY BANK's sole discretion subject to the Depository Agreement and Disclosures governing your account.
14. **Ownership & License.** You agree that SECURITY 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 SECURITY BANK's business interest, or (iii) to SECURITY BANK's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
15. **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 EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
16. **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 SECURITY BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
17. **User warranties and indemnification.** *You warrant to SECURITY BANK that:*
  - a. *You will only transmit eligible items.*
  - b. *Images will meet the image quality standards.*
  - c. *You will not transmit duplicate items.*
  - d. *You will not deposit or re-present the original item.*
  - e. *All information you provide to SECURITY BANK is accurate and true.*
  - f. *You will comply with this Agreement and all applicable rules, laws and regulations.*
18. You agree to indemnify and hold harmless SECURITY BANK from any loss for breach of this warranty provision.
19. **Other terms.** You may not assign this Agreement. This Agreement is entered into in Tulsa, Oklahoma, and shall be governed by the laws of the State of Oklahoma and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.