

Merchants and Farmers Bank
Terms and Conditions for Mobile Banking

Thank you for using Merchants and Farmers Bank Mobile Banking combined with your handheld's text messaging capabilities. **Message and Data rates may apply.** For help, text "HELP" to 96924. To cancel, text "STOP" to 96924 at any time. In case of questions please contact customer service at 870-382-4311 or visit www.mfbanknet.com.

Terms and Conditions

Program: Merchants and Farmers 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 a 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 and Data rates may apply.** Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 870-382-4311, or send a text message with the word "HELP" to this number: 96924. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 96924. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms and 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, U.S. Cellular, 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 Merchants and Farmers Bank or any service provider.

Privacy and User Information: You acknowledge that in connection with your use of Mobile Banking, Merchant and Farmers 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 connections with Mobile Banking or the Software (collectively "User Information"). Merchants and Farmers 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. Merchants and Farmers 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 Merchants and Farmers 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 Merchants and Farmers 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 Merchants and Farmers 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 and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google. Additional terms and conditions for use of the Mobile Banking Services ("Mobiliti") offered through Merchants and Farmers Bank. Additional terms and conditions for use of the Mobile Banking Services ("Mobiliti") offered through Merchants and Farmers Bank.

I. ACCEPTANCE OF MERCHANTS AND FARMERS BANK MOBILE BANKING SERVICE

A. Accepting Terms and Conditions.

By clicking “I Agree” when you register for Mobile Banking Services (“Mobiliti™”) or by using the Mobile Banking Services, you agree to the terms and conditions for this service.

B. Description of Services.

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. Mobile Banking is a personal financial information management service that allows you to:

- (i) access Merchants and Farmers Bank account information such as balances and recent transaction history;
- (ii) transfer funds between your accounts at Merchants and Farmers Bank;
- (iii) set up optional account alerts to be delivered either to your mobile phone using sms text messaging (standard text rates apply), and/or via email;
- (iv) make payments to merchants and individuals who have previously consented to accept payments through our online bill pay service;
- (v) and make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

Not all Mobile Banking Services are available on all types of mobile devices. Call Merchants and Farmers Bank at (870)382-4311 if you have questions pertaining to our mobile banking service. We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

C. Use of Services.

You must be enrolled into Online Banking and activate your mobile phone within the Online Banking system to utilize the Mobile Banking service. Information about Merchants and Farmers Bank Mobile Banking is available on our website at www.mfbanknet.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 have any problems with the Mobile Banking service.

The Mobile Banking service may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all mobile devices. Mobile Banking may not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software (“Software”). From time to time we may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

D. Relationship to Other Agreements.

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this document does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, **your mobile service carrier or provider may impose data usage or text message charges** for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly by calling us at (870)382-4311 or by coming into the bank at 500 Hwy 65 S Dumas AR 71639.

II. MOBILE BANKING SOFTWARE LICENSE AGREEMENT

A. License.

Subject to any compliance with Merchants and Farmers Bank Mobile Banking Terms and Conditions, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you may be required to download and install the Software to that new or different Wireless Device.

B. License Restrictions/Revocation.

This License shall be revoked immediately upon any of the following conditions,

- (i) your termination of Mobile Banking;
- (ii) your deletion of the Software from your Wireless Device;
- (iii) your noncompliance with these terms and conditions;
- or (iv) written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device

and/or discontinue use. We and our service providers (which includes, without limitation, any provider of Software such as Fiserv) reserve all rights not granted to you in these terms and conditions.

C. Software.

The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy or reproduce all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of the Software. The provisions of this Paragraph will survive termination of this Agreement.

III. YOUR OBLIGATIONS

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

A. Account Ownership/Accurate Information.

You represent that you are the legal owner of the accounts and other financial information that may be accessed via 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. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by sms text message, e-mail, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking and other Online Banking services. You agree to use Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 870-382-4311, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the mobile Banking Services.

B. Location-Based Information.

If you use any location-based feature for Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you may cease using location-based features of Mobile Banking.

C. Export Control.

You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

D. Proprietary Rights.

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

E. User Conduct.

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, patents, trademark, trade secret, or other proprietary rights or rights of publicity or 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 in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully 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.

F. No Commercial Use or Re-Sale.

You agree that the Mobile Banking Services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

G. Indemnification.

You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims,

liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of these terms and condition, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

IV. CHARGES FOR THE SERVICE

We do not charge for Mobile Banking, however fees may be charged for Mobile Deposit as noted below in #15 under the Addendum to Mobile Banking Terms and Conditions for Mobile Deposit. We will advise you of any fees or fee changes prior to implementing them. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking.

V. ADDITIONAL PROVISIONS

A. Mobile Banking Services Limitations.

1. Neither we, nor any of our service providers, including Fiserv, can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions.
2. Neither we, nor any of our service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking.
3. Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless Device or mobile network that you utilize to access Mobile Banking.
4. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
5. Information about activity is synchronized between the Mobile Banking software and our Website. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through our website. Information available directly through our website may not be available via the Mobile Banking software, may be described using different terminology, or may be more current than the information available via the Mobile Banking software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking software. Additionally, 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.

B. Changes or Cancellation.

You may cancel your participation in Mobile Banking by calling us at 870-382-4311. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

C. Use of Data

We, and our service providers, will use information you provide for purposes of providing the Mobile Banking Services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking in a month).

D. Third Party Beneficiary.

You agree that our service providers may rely upon your agreements and representations in these terms and conditions, and such service providers are third party beneficiaries to this document, with the power to enforce its provisions against you.

E. Limitations and Warranty Disclaimers.

We and our service providers disclaim all warranties relating to the Mobile Banking Services or otherwise in connection with this document, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised or, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Addendum to Mobile Banking Terms and Conditions for Mobile Deposit (Added Mobile Deposit June 30, 2015)

This Mobile Deposit Agreement ("Agreement") is an addendum to the Mobile Banking Terms and Conditions that governs your ability to use the Mobile Deposit consumer remote deposit capture service (the "Service") provided to you by Merchants and Farmers Bank. As used in this

Agreement, the terms "Bank," "we," "us," and "our" refer to Merchants and Farmers Bank. The terms "you" or "your" refer to the account holder(s) authorized by the Bank to use the Service, all persons authorized to sign on the account holder's deposit accounts, and anyone else who uses the Service with the permission of the account holder(s). By using the Service, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

1) Scope of Agreement

This Agreement governs your use of the Service. The Service allows you to use a compatible camera-enabled mobile phone or device ("Mobile Device") to scan **original** checks or other deposit items that meet our required standards ("Checks") and electronically transmit images of the Checks and associated deposit information to the Bank for deposit to your designated account(s). The Service converts your scanned Checks into substitute checks, in accordance with the Check Clearing for the 21st Century Act ("Check 21 Act") and Federal Reserve Board Regulation CC ("Regulation CC"), to facilitate the deposit and collection of such Checks. You agree that the Bank shall determine in its sole discretion the manner in which Checks are cleared or presented for payment, including without limitation, by substitute check, Automated Clearing House ("ACH"), or image exchange. The terms and conditions in this Agreement are in addition to, and do not cancel, supersede or replace your application to use the Service, our notification of approval of your application, the Terms and Conditions of Your Account or any other agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans, services, or other business relationships with the Bank. Additionally, your use of the Service will be subject to all of the terms or instructions which may appear on-screen when you access the Service and/or other information or documentation that the Bank may provide to you from time to time regarding the Service. Your use of the Service is also subject to, and you agree to comply with, the applicable rules and regulations of the National Automated Clearing House Association (NACHA), all other applicable clearing house rules, regulations, operating circulars and agreements, the Check 21 Act, Regulation CC, Office of Foreign Assets Control sanction laws, the Bank Secrecy Act, the USA PATRIOT Act, the Uniform Commercial Code as enacted in Pennsylvania, and all other applicable state and federal laws and regulations, all as amended from time to time.

2) Hardware and Software Requirements for the Service

In order to use the Service, you must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. We are not responsible for providing, maintaining or servicing your Mobile Device or any other equipment for you. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. We are not responsible for any third party software that you may need to use the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

3) Check Requirements

a) Information on the Check. Any image of a Check that you transmit through the Service must accurately and legibly provide all of the information on the **front and back** of the Check at the time it was presented to you. You must endorse the original Check with a restrictive endorsement before scanning it by applying your signature and the legend, "For Mobile Deposit Only". You agree that the scanned image of each Check shall provide the following information:

- 1) identification of the drawer and the paying bank that is preprinted on the Check, including complete, full-field, and accurate MICR (magnetic ink character recognition) line, routing transit number, number of the account on which the Check is drawn, and drawer signature(s);
- 2) amount, payee, date, Check number; and
- 3) other information placed on the Check before imaging, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

b) Your Representations and Warranties with Respect to Prohibited Checks. The Bank in its sole discretion may refuse to accept, and you represent and warrant that you shall not use the Service to deposit, any Checks that:

- 1) are payable to any person other than you;
- 2) are issued by you, or by any other person on any of your accounts or any account on which you are an authorized signer or joint account holder, or any account of any business entity of which you are a principal, officer or authorized signer;
- 3) contain obvious alteration to any of the fields on the front of the Check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the account holder;
- 4) are substitute checks as defined by Check 21 or IRDs (image replacement documents) that purport to be substitute checks and which have been previously endorsed by a financial institution;
- 5) are drawn on a financial institution located outside the United States or are not payable in United States currency;
- 6) are dated more than six (6) months prior to the date of deposit;
- 7) have a duplicate MICR code line;
- 8) are missing or have an invalid or incorrect routing number;
- 9) are photocopies or otherwise not original paper Checks when they are scanned;
- 10) are issued to multiple parties;
- 11) are third party or second endorsed Checks;

12) do not qualify as “original checks” as defined in Regulation CC.

In the event that you breach any of these representations or warranties, you agree to defend, indemnify and hold the Bank and its agents harmless from and against all liability, damages, and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize us to charge your account(s) for the amount of any claim, suit or demand that constitutes a breach of warranty claim under the provisions of Check 21, Regulation CC and/or the Uniform Commercial Code.

c) Image Quality. Both the **front and back** of each Check must be transmitted to the Bank as provided-in the mobile phone on-screen instructions. The Bank in its sole discretion may refuse to accept Checks that do not meet our image quality requirements. This includes, without limitation Checks where:

- 1) the front and/or back image is too large or too small;
- 2) the front and/or back image is too light or too dark;
- 3) the front and back images have a dimension or other mismatch or discrepancy;
- 4) the image has torn or folded edges, cut corners, or other damage;
- 5) the image does not comply with the standards for image quality established from time to time by the American National Standard Institute (ANSI), the Federal Reserve Board, any other regulatory agency, clearing house or association, or by us, or by applicable law.

4) Rejection of Deposits by the Bank

After we receive Check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to the Terms and Conditions of Your Account. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank’s rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for mobile deposit, you must physically deposit the original Check.

5) Checks Returned Unpaid

You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices as chargebacks to your account mailed to you through U.S. Postal service. In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree, that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. **You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree that you will never represent the original check.** You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

6) Your Duty to Report Errors

The Bank will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access the Bank’s Online Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank through the Service does not constitute an acknowledgement by the Bank that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in the Terms and Conditions of Your Account. You may notify us in writing to Merchants and Farmers Bank Online Banking Department, PO Box 187 Dumas AR 71639, or telephoning us at 870-382-4311. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and the Terms and Conditions of Your Account shall relieve the Bank of any liability for such error, omission or discrepancy.

7) Availability of the Service

The Service is generally available 7 days a week, 24 hours a day. At certain times the Service may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software, or circumstances beyond our control. If you are not able to use the Service to make deposits you may physically mail or deliver your deposits to the Bank through our branches. Deposit of original Checks at a branch of the Bank shall be governed by the terms and conditions contained in the Terms and Conditions of Your Account and not by the terms of this Agreement. The Bank is not responsible for providing an alternate method of remote deposit if the Service is not available.

8) Funds Availability

The funds for the Checks that you deposit through the Service may not be immediately available to you. The funds for all accepted Checks

will be available in accordance with the Bank's Funds Availability Disclosure, as amended from time to time. You may view the document on the bank's website at www.mfbanknet.com under Account Disclosures button/Funds Availability Disclosure. In order to determine the availability of your funds, you will need to determine the date and time that the Checks and all required data and information are received by the Bank. You understand and agree that we shall not be deemed to have received a Check deposit through the Service until you receive an onscreen message on your mobile phone that the deposit is accepted and approved. You understand and agree that, for purposes of deposits made using the Service, the place of deposit is Dumas, AR. The deposit cut-off time for the Service is **6:00 PM Central Standard Time (CST)**. The Bank reserves the right to change the cut-off time in its sole discretion. Such change shall be effective immediately and may be implemented before you receive notice of the change. You may contact us at any time to verify our current cut-off time. If you complete the scanning and transmission process and receive your deposit receipt, Checks that you deposit before the cut-off time on our business days will be considered as received that same business day. Checks that are received by us through the Service after the cut-off time on a business day, or on any day that is not a business day, will be considered as received by us on the next business day. For purposes of determining when a deposit is received, the Bank's records shall be determinative. You agree that it is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet our funds availability schedule and time changes associated with Daylight Savings Time.

9) Storage, Security, and Destruction of Original Checks

You agree that once a Check has been deposited through the Service, the original Check is your property and not the property of the Bank. You shall securely store the original Check for a reasonable period, not to exceed ninety (90) days, after you receive a deposit receipt through the Service that the Check has been accepted. While the original Check is in your possession, you agree to use a high degree of care to safeguard the original Check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original Check or unauthorized use of the information on the Check or in the file. You shall take appropriate security measures to ensure that: a) only authorized persons shall have access to the original Check; b) the information contained on the Check shall not be disclosed to unauthorized persons; and c) the original Check will not be duplicated, will not be scanned more than one time, and will not be presented, deposited or negotiated again in any way. Upon request by the Bank you will promptly provide to the Bank a retained original Check, or a sufficient copy of the front and back of the Check in form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes. After the ninety (90) day retention period expires, you shall destroy the original Check by cross-cut shredding it or by any other permanent deletion manner that does not allow the original Check to be accessed by an unauthorized person(s) and in a manner that the original Check is no longer readable or capable of being reconstructed. After destruction of an original Check, the image will be the sole evidence of the original Check. You agree to be responsible to us for any losses, costs, expenses, and damages we may incur as a result of your failure to comply with the provisions of this Section.

10) Prohibition against Presenting Checks More than Once

Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

11) Deposit Limits

The Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. Our current daily deposit limit is \$1,000 per day.

12) Compliance with Law; Prohibited Activities

You agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You are prohibited from engaging in, and you represent and warrant to the Bank, that you do not and shall not engage in, any business or activity that: a) would result in your being or becoming a money service business that regularly cashes third party checks, sells money orders, or handles wire transfers or other financial services for third parties; b) would result in your accepting restricted transactions in connection with another person in unlawful Internet gambling; c) would result in the Bank being used as a conduit for money laundering or other illicit purposes; or d) would directly or indirectly result in any activity or use of the Service that may be illegal or fraudulent.

13) Your Financial Information

The Bank may request financial and other information from you from time to time in order to evaluate the risks of providing the Service to you. You agree to promptly provide any such financial and other information we request. You authorize the Bank to review your financial information, including consumer reporting agency reports, before we authorize you to use the Service and for as long as you use the Service. If you do not provide any requested financial or other information, or if we determine that the credit, security or other risks of continuing to provide the Service to you are not acceptable, we may immediately terminate your access to the Service without prior notice.

14) Bank's Duties and Responsibilities

Our duties and responsibilities are limited to those described in this Agreement, the Terms and Conditions of Your Account, and any other agreements governing your account(s). We shall exercise reasonable due care in performing our responsibilities under this Agreement. We agree to transmit all the financial data under our control that is required for you to use the Service and to act on appropriate instructions that we receive from you in connection with the Service. We shall exercise reasonable due care in seeking to preserve the confidentiality of your user Access ID, password, and/or other code or identifier and to prevent the use of the Service by unauthorized persons. We shall not

otherwise be liable or responsible for any loss you incur or damage you suffer as a result of any unauthorized person accessing or using the Service. You agree that implementation by us of our standard procedures for maintaining the confidentiality of customer information, and where practicable, our obtaining similar undertakings from any third parties who are engaged in installing, maintaining, or operating the Service, shall constitute fulfillment of our obligation to exercise reasonable due care. You assume full responsibility for the consequences of any misuse or unauthorized use or access to the Service or disclosure of any of your confidential information or instructions by your employees, agents, or other third parties. We shall not be responsible for suspension of performance of all or any of our duties or responsibilities under this Agreement if at any time, or from time to time, such performance is prevented or hindered by, or is in conflict with, any federal or state law, regulation or rule, or court order. We shall not be responsible or liable for any loss you incur or damage you suffer in the event of any failure or interruption of the Service or any part of the Service, resulting from the act or omission of any third party, or from any other cause or circumstance not reasonably within our control.

15) Service Fees

We will charge a \$.50 fee for each deposit posted using this Mobile Deposit service. We will advise you of any future fees or fee changes prior to implementing them. You also understand and agree that you are responsible for any wireless service provider charges and any and all other fees and charges that you may incur by accessing and using the Service.

16) Your Representations and Warranties

- In addition to your representations and warranties contained in other provisions of this Agreement, you represent and warrant that:
- a) Each image of a Check you transmit to us is a true and accurate rendition of the front and back of the original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
 - b) You are authorized to enforce each Check you transmit for deposit or are authorized to obtain payment for each Check on behalf of a person entitled to enforce such transmitted Check.
 - c) You are solely responsible for any and all financial risk that may be associated with your use of the Service, including without limitation the risk that a Check will be returned for insufficient funds.
 - d) You are solely responsible for the instructions you provide to the Bank and for failing to properly access or use the Service, including without limitation input errors.
 - e) You will not deposit or otherwise endorse to a third party the original Check, and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original Check or a paper or electronic representation of the original Check such that the person will be asked to make payment based on an item that has already been paid.
 - f) You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

If you breach any of these representations and warranties, you agree to indemnify, defend and hold the Bank, its shareholders, parents, subsidiaries, affiliates, officers, directors, employees, agents, and its and their successors, heirs and assigns harmless from and against any and all liability, damages, or losses arising from any claims, suits or demands from third parties with respect to such breach. You further authorize the Bank to debit your account for the amount of any such claim, suit or demand that results from a breach of warranty claim under the provisions of Check 21, Regulation CC, and/or the Uniform Commercial Code. You will maintain funds in your account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding Checks and your obligations for returns of Checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account(s), we may charge such excess against any of your other accounts at the Bank, and you will pay us any amount remaining unpaid immediately upon our demand.

17) Your Authentication Method

You agree that we are entitled to act upon instructions we receive with respect to the Service under your user Access ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under the Terms and Conditions of Your Account and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

18) Mobile Deposit Security; Data Security

You understand that Check images captured using your Mobile Device are stored on the Mobile Device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your Mobile Device remains securely in your possession until the deposit has been completed or to delete the associated images from the application. It is your responsibility to notify us immediately by telephone at 870-382-4311 with written confirmation 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. You agree to protect the confidentiality of your account and account number, your data, and your personal identification information. Notwithstanding our efforts to ensure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored

and read by others. We cannot and do not warrant that all data transfers utilizing the Service or e-mail transmitted to and from us, will not be monitored or read by others.

19) Proprietary Rights

You acknowledge and agree that the Bank and its service providers retain all ownership and proprietary rights in and to the Service, associated content, technology and website(s). You are permitted to use the Service only as expressly authorized by this Agreement. In addition, you agree that you will not: a) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service; b) copy or reproduce all or any part of the technology or Service; or c) interfere, or attempt to interfere, with the technology or the Service.

20) Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTY SERVICE PROVIDERS) 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 ANY REMOTE BANKING SERVICE, 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 ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED. YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL OF THE FOREGOING RISKS. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM MERCHANTS AND FARMERS BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE.

21) Limitation of Liability

The Bank shall not be liable to you for any damages or losses that you may suffer or incur in connection with the Service, including, without limitation, any failure to provide, or delay in providing, access to the Service, except: a) as specifically stated in this Agreement; or b) to the extent such damages or losses are solely and proximately caused by our gross negligence or willful misconduct. Without limiting the foregoing, we shall not be liable to you for any of the following: a) any damages, losses, costs or other consequences caused by our actions that are based on information or instructions you provide; b) any unauthorized actions initiated or caused by you or your employees, agents or representatives; c) any refusal of a payer financial institution to pay a Check for any reason (other than that caused by our gross negligence or willful misconduct), including without limitation, that the Check was unauthorized, counterfeit, altered, or had a forged signature; d) you or any other parties' inability to transmit or receive data; e) if you do not comply with your representations or warranties in this Agreement. Our liability for errors or omissions with respect to the data transmitted or printed by us in connection with this Agreement will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing the Checks to the payer financial institution. The limitations of liability and remedies in this Section are in addition to, and not in lieu of, other limitations or remedies contained elsewhere in this Agreement.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR MERCHANTS AND FARMERS TERMS AND CONDITIONS OF YOUR ACCOUNT OR ACCOUNT DISCLOSURES TO THE CONTRARY, YOU AGREE THAT IN NO EVENT WILL THE BANK OR ANY THIRD PARTY SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE OR ANY THIRD PARTY SERVICE PROVIDER HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE PROVIDED BY LAW. YOU ACKNOWLEDGE THAT, IN PROVIDING THE SERVICE, THE BANK MAY UTILIZE AND RELY UPON CERTAIN THIRD PARTY SERVICE PROVIDERS TO PROVIDE SERVICES TO THE BANK. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR RIGHTS UNDER THIS AGREEMENT SHALL BE SOLELY AND EXCLUSIVELY AGAINST THE BANK, AND YOU SHALL HAVE NO RIGHT OR RECOURSE AGAINST ANY THIRD PARTY SERVICE PROVIDER HEREUNDER WHATSOEVER, AND YOU HEREBY WAIVE ANY AND ALL SUCH RIGHTS OR RECOURSE, DIRECTLY OR INDIRECTLY, AGAINST ANY THIRD PARTY SERVICE PROVIDER.

22) Termination

- a) How to Cancel the Service. If you wish to cancel the Service, you must notify the Bank, and you must also discontinue using the Service at that time. You may notify us by writing to Merchants and Farmers Bank Online Banking Department, PO Box 187 Dumas AR 71639 or by telephoning us at 870-382-4311.
- b) Closing your Bank Accounts. If you close all of your Bank accounts, you must notify the Bank's Online Banking Department to cancel the Service and you must terminate your use of the Service at that time.
- c) Bank Termination of Use or Access. We will not in any way be obligated to grant you use of or access to the Service if: (1) such use or access is not in accordance with any term or condition applicable to the Service; (2) such use or access is not permitted by any state or federal law or regulation; (3) the Bank has reasonable cause to believe that such use or access may not be authorized by you or any third party whose authorization the Bank believes is necessary for such use or access; or (4) the Bank has reasonable cause to deny such use or access for your or our protection.
- d) Bank Termination of the Agreement. The Bank reserves the right in its sole discretion at any time to terminate this Agreement and

therefore to limit or terminate your use of or access to the Service at any time, with or without cause and without prior notice. The Bank will not have liability to you for any losses or damages you may suffer or incur as a result of any such limitation or termination. Any termination will not affect our obligations arising prior to termination, such as the obligation to process any Checks (including returned Checks) that were in the process of being transmitted or collected prior to the termination date. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed through the Service for you. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. In addition, you will keep your account(s) at the Bank open, and you will maintain funds in such account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding Checks and your obligations for returns of Checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts at the Bank, and you will pay us any amount remaining unpaid immediately upon our demand. You will also continue to retain original Checks and forward Checks to the Bank on our request in accordance with the provisions of this Agreement.

23) Your Indemnification Obligation

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and other legal expenses arising from your use of the Service and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners, including but not limited to Fiserv and hold harmless Fiserv, its parents, subsidiaries, affiliates, directors, officers, shareholders, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and other legal expenses, arising from such claims, to the extent any such claim is related to the Bank or your use of the Service, or Fiserv applications, unless such claim directly results from an action or omission made by Fiserv in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

24) Waivers

The Bank will not be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of the Bank. No delay, extension of time, compromise, or other indulgence that may occur or be granted from time to time by the Bank under this Agreement will impair our rights or powers under this Agreement.

25) Amendment

We reserve the right to modify the Service from time to time without prior notice to you. However, we will mail or deliver a written notice to you at least thirty (30) days in advance of the effective date of any additional or increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers, or stricter limits on the type, amount or frequency of transactions. In addition, if an immediate change is necessary to maintain the security of the system and it can be disclosed without jeopardizing the security of the system, we will provide you with written notice within thirty (30) days after such change. In most cases you will receive the notice online through the Service; however, the Bank reserves the right to notify you by e-mail or by U.S. Postal Service mail, in its discretion. You may decline a change by notifying us prior to the change's effective date to discontinue the Service. If you do not accept and agree to the change, you will not be entitled to use the Service. However, if you do not terminate the Service and you use it on or after the effective date of the change(s), you will be deemed to have accepted and agreed to the change(s), and they and the Agreement, as amended, will become legally binding upon you.

26) Notices

All notices from the Bank to you shall be in writing and shall be made by U.S. Postal Service mail or messages delivered through the Service, at our discretion. If your Account is a joint or multiple party account, notice from us to any one of you is notice to all of you. Unless otherwise provided in this Agreement, any notice from you to the Bank must be in writing. Any written notice that you give us will be effective when it is actually received by us, provided we have reasonable opportunity to act on it. You may notify us in writing to Merchants and Farmers Bank Online Banking Department, PO Box 187 Dumas AR 71639 or telephoning us at 870-382-4311.

27) Assignment

You may not assign any of your rights, duties and obligations under this Agreement. We may assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors, service providers, or other third parties.

28) Governing Law

This Agreement is governed by, and is subject to, the laws of the State of Arkansas, without regard to its choice or conflicts of law provisions.

29) Severability

If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired.

30) ENTIRE AGREEMENT

The Terms and Conditions of Your Account and all other agreements you have with the Bank pertaining to your account(s) are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements, the provisions of this Agreement shall control to the extent necessary. You agree that the most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us. Any prior or

contemporaneous agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to the Service which conflict with the provisions in this Agreement are superseded by this Agreement.

Revised Date: June, 2015