WNB FINANICAL REMOTE DEPOSIT ANYWHERE SERVICE AGREEMENT

This Remote Deposit Anywhere Service Agreement contains the terms and conditions for the use of Remote Deposit Anywhere services that WNB Financial, N.A. (“Bank”, “We”) may provide to you ("you", "your", "user", or "Customer"). Other agreements you have entered into with the Bank, including without limitation the Depository Agreement and Disclosures governing your Bank account, continue to apply. In the event of a conflict between this Agreement and any other agreement you have entered into with the Bank, this Agreement shall govern.

1. **Services.** The Remote Deposit Anywhere, consumer mobile remote deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits to your checking, money market checking, or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the check image and associated deposit information to the Bank or the Bank's designated processor. The device must (a) capture an image of the front and back of each check to be deposited in accordance with the Procedures; (b) read and capture the magnetic ink character recognition ("MICR") line on each check; and (c) read and capture all such other data and information as is required by this Agreement or Federal Reserve Regulations for the processing of these check images for payment. The Bank currently offers the benefits and convenience of the Services to you free. The Bank reserves the right to charge fees for the Services in the future at our sole discretion. The Bank will notify you in writing by email or mail at least 30 days before implementing a fee for this service. If you continue to use the Services after the fee becomes effective, then you agree to pay the disclosed fee for the Services. You must designate an account at the Bank from which the Bank will debit the fee for the Services. To use Mobile Deposit, you must be a Bank account holder.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at our sole discretion. We will notify you of any material change via email, mail, or by posting notice of such changes on our website and such change shall be effective thirty (30) days following our provision of such notice. Your continued use of the Services will indicate your acceptance of such change and the Agreement as revised by such change. Further, we reserve the right, at our 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. In the event that an immediate change is needed to ensure the security of the Services, we will post a notice of any such change on our website. You may choose to accept or decline such changes by continuing or discontinuing use of the Services.
3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you an email or text message to notify you of these interruptions in Service. 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. **Joint Accounts.** You understand and agree that to the extent permitted under applicable law each owner of a Bank account is jointly and severally responsible for all Mobile Deposit transactions that affect that account.
5. **Eligibility.** The Mobile Check Deposit service may be subject to product eligibility. Certain products are not eligible, such as Business Accounts. If you have access to one of these ineligible products in Internet Banking, your enrollment may not be approved.

6. **Eligible Items.** You agree to capture check images and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Bank (each such check image a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of the Uniform Commercial Code. You can only deposit Checks using Mobile Deposit; however, there are some Checks that you cannot deposit. These include:
    - Checks payable to any person or entity other than you.
    - Checks payable to a business; mobile capture is only for deposits made into personal accounts.
    - Checks written off of any account that you own or you are a signor on.
    - Checks containing any alteration of which you know or should have known or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
    - Any Checks that are not in original form with a signature, such as substitute checks or remotely created checks.
    - Checks that are stale dated, dated more than six (6) months prior to the date of deposit.
    - Checks payable on sight, payable to "Cash," or payable through Drafts
    - Checks payable jointly, unless the check is fully endorsed by all listed individuals and being deposited into an account that contains at least one of the listed payees.
    - Checks that are post-dated, display a future date.
    - Checks written off an account at a financial institution located outside the United States.
    - Checks not payable in United States currency.
    - Checks that are otherwise not acceptable under the terms of your Bank account
    - Checks that do not follow the Bank restrictive endorsement rules
    - Checks that have been previously deposited

    PLEASE NOTE: Any Check that you attempt to deposit using Mobile Deposit is subject to verification by us. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting one of our branches.
7. **Image Quality.** The image of an item transmitted to the Bank using the Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the Board of Governors of the Federal Reserve Board, or any other entity that the Bank identifies. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check). You agree that you will not change, alter, or manipulate any image after capturing the image and prior to the Bank receiving the image.
    You agree that the Bank shall not be liable for any damages resulting from a check or item's inadequate image quality, including from rejection, delaying crediting, improper, or any other inaccurate action as a result of the image quality.
8. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the Check. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect, or illegible Checks to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable Checks to us. In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the technology or Services, copy or reproduce all or any part of the technology or Services; or interfere, or attempt to interfere, with the technology or Services. We and our technology partners, inclusive of, but not limited to, Jack Henry & Associates, retain all rights, title and interests in and to the Services, software and development made available to you.

9. **Endorsements and Procedures.**
    a. You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY", "FOR REMOTE DEPOSIT ONLY", by checking/marking any relevant remote deposit indicator located within the endorsement section on the back of the check, or as otherwise instructed by the Bank.
    b. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time (the "Procedures').
    c. Endorsements must be made on the back of the share draft or Check within 1½ inches from the top edge, although we may accept endorsements outside this space.
    d. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.
    e. For a Check payable to you **and** any joint owner(s) of your Bank account, the Check must be endorsed by all payees and you may only use Mobile Deposit to deposit such Check into a Bank account owned by at least one of the listed payees.
    f. For a Check payable to you **or** your joint owner, either of you can endorse it.
    g. For a Check payable to you **and any non-joint owner**, the Check must be endorsed by all payees and you may only use Mobile Deposit to deposit such Check into a Bank account owned by at least one of the listed payees.

    We may accept any item transmitted through the Services that do not adhere to the Bank required restrictive endorsement, but we are under no obligation to do so.
10. **Cut off Times for Deposits.** Deposits made via Mobile Deposit must be made before 6 PM Central Time on a business day in order to be considered deposited same day. Deposits made after 6 PM Central Time on a business day will be considered deposited the next business day. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our branches or at WNBFinancial.com.
11. **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 Check images that are dropped during transmission. If an item is rejected after submission you will receive a notification of this. An image of an item shall be deemed received when you receive a confirmation from the Bank that we have received the image. Following receipt of such confirmation, the Bank will process the image by preparing a "substitute check" or clearing the item as an image.
12. **Business Days and Funds Availability.** The funds availability for the Service are governed by this Agreement and are not liable to Reg CC or the Bank's Funds Availability Policy provided at account opening. For determining the date of your deposit every day is a business day except Saturdays, Sundays, and Federal holidays. Mobile Deposit transactions confirmed as received before 6:00 p.m. Central Time on a business day will generally be credited to your account by the following business day. Mobile Deposit transactions confirmed received after 6:00 p.m. Central Time or received on a non-business day will generally be credited to your account within 24 hours of the following business day. Checks deposited via the Service are subject to extended holds. In the event of a held or declined deposit, the Bank will contact you at the email associated with your Remote Deposit Anywhere profile with notice of the extended funds availability timeframe or the reason the deposit was declined..
13. **Disposal of Transmitted Items.** After you receive confirmation that we have received an image that you transmitted, you agree to retain the check for at least 14 business days from the date of the image transmission. After 14 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit or presentment. During the time the check is available, you agree to promptly provide it upon request. You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through the Service and have cleared to ensure that such checks and items are not presented for payment and, prior to disposal or destruction, to safeguard such checks and items. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.
14. **Returned Deposits.** Any credit which we deposit into your account immediately following a Mobile Deposit transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our fee schedule and Account

Agreements including the Funds Availability Policy. We are not responsible for any losses incurred as a result of deposits returned on your account.

15. **Right of Setoff.** We may debit any of your accounts with us to obtain payment for any item that has been rejected or returned, for any adjustment related to such item for any warranty claim related to such item (whether or not the rejection, return, adjustment or warranty claim was made timely), or for any other amounts owed to us under the terms of this Agreement.
16. **Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at (800) 546-4392 and with written notice at WNB Financial, 204 Main Street, Winona, MN 55987 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement. You are responsible for: 1) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service (collectively, "access Information"); and 2) preventing unauthorized access to or use of the information, files or data that you store, transmit, or use in or with the Services. You agree not to supply your Access information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft, or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft, or unauthorized use of Access Information has occurred.
17. **Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations. This Agreement will be governed by and construed in accordance with the laws of the state of Minnesota. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable.
18. **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 at our sole discretion. Unless otherwise specified by the Bank, changes to such limits shall be effective immediately upon notice to you. These limits may change from time to time without notice to you at our sole discretion. If you attempt to initiate a deposit in excess of these limits, we will reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

    Currently, deposit limits are:

    - Daily: $2,500 per item, $2,500 per day, 3 checks per day
    - Monthly: $7,500 per month, 15 checks per month.

19. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. The 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. We do not guarantee that your particular mobile device, mobile device camera, mobile device operation system, mobile carrier, or data service will be compatible with the Service.

20. **Contingency Plan.** In the event you are unable to capture, balance, process, produce, or transmit a check to the Bank, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank branch. The deposit of original checks at a branch of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.
21. **Errors.** You agree to notify the Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than sixty (60) days after the applicable Bank account statement is sent. Unless you notify the Bank within sixty (60) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error. Please refer to the Bank's Regulation E disclosure for more complete information on the error resolution process.
22. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to the Depository Agreement and Disclosures governing your account.
23. **Ownership and License.** You agree that the 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, the Bank may immediately terminate your right to use the Services upon any breach of this Agreement by you. 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 the Bank's business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. Unless your Bank account is specifically designated by the Bank as a sole proprietor account, 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. This Agreement will govern any updates that replace and/or supplement the Services, unless such update is accompanied by a separate agreement in which case that agreement will govern.
24. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE (INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT) 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 ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE (TO INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT) 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.
25. **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 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 ANY REMOTE BANKING SERVICE (INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT), REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

26. **Accountholder's 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 expenses arising from your use of the Services and/or breach of this Agreement (including, but not limited to, any breach of the warranties, representations, or obligations contained in this Agreement). You understand and agree that this paragraph shall survive the termination of this Agreement.
27. **User warranties and indemnification.** You warrant to The Bank that:
    - You will only transmit eligible items.
    - Images will meet the image quality standards.
    - You will not transmit duplicate items.
    - You will not deposit or re-present the original item.
    - You will comply with the Bank's restrictive endorsement requirements
    - All information you provide to The Bank is accurate and true.
    - You will comply with this Agreement and all applicable rules, laws and regulations.
    - You agree to indemnify and hold harmless The Bank from any loss for breach of this warranty provision.