

Internet Banking Agreement & Disclosure

Introduction

This Internet Banking Agreement and Disclosure governs your use of Internet Banking. Throughout this web site the Agreement and Disclosure will be referred to as "Agreement". By using Internet Banking, you agree to all of the terms of this Agreement. Please read it carefully and keep a copy for your records.

Definitions

You or Your - The person(s) subscribing to or using Internet Banking.

We, Us, or Our - Refers to Peoples Bank and any agent, independent contractor, designee, or assignee Peoples Bank may involve in the provision of Internet Banking.

Business Day - Any calendar day other than Saturday, Sunday, or any holidays recognized by Peoples Bank. Bill payments are processed on all business days that both the Federal Reserve Bank and the US Postal System are operating and open for business.

Business Day Cut-Off – Peoples Bank's primary banking offices are located in Cuba, Missouri, and base our business day on the Central Standard Time zone. For posting purposes, the bank will process all transactions completed by close of business for each branch (Bourbon, Cuba, Steelville and Sullivan). Internet banking transactions completed after 5:00 PM will be processed on the following business day.

Privacy Statement – Peoples Bank understands how important privacy is to our customers. We have taken steps to insure your security and privacy for your personal and financial dealings with the bank. Please review the Peoples Bank Customer Privacy Disclosure below for further details.

About Internet Banking

Peoples Bank's Internet Banking consists of an online banking website that provides a complete array of financial services to its customers. Peoples Bank allows customers to access their data with up to 3 months of full statements and complete transaction detail.

The Internet Banking system that is accessible by Peoples Bank's customers over the Internet currently consists of:

- Account Inquiries, Balances, etc.
- Up to 3 Months of Historical Transactions
- Secure E-mails & File transfers
- Transaction Downloads
- Account Transfers
- Web Mobile Banking
- Text Mobile Banking
- Delivery of electronic statements/notices

- Secure Applications
- View Detailed Transactions
- Text DDA or Savings Statements
- Various Bookkeeping Services
- Payments to our Loan Accounts
- ATM/Debit Card Deactivation
- ATM/Debit Card partial Activation

For customers who select Bill Payment, these additional functions are available:

- One-time Payments
- Fixed Recurring Payments
- Weekly, Monthly Payments, etc.
- Variable Recurring Payments

Special commercial services may also be offered to accounts including:

- ACH Credit Origination
- ACH Debit Origination

• EFTPS Credit Originations

Internet Security Information

Peoples Bank's Internet Banking system is part of Jack Henry & Associates that utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. In addition to our log-on security, we use the SSL (secure socket layer) encryption technology for everything you do in the Internet Banking system. This technology is automatically activated by your browser when it attempts to connect to our system and it will support the 128 bit key lengths. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small icon of a padlock at the bottom of the screen from open to locked. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet. In addition, our servers have been certified by a "Certificate Authority" that will assure you that you are actually talking to our servers instead of someone pretending to be us.

During your use of the Internet Banking system, we will pass a "cookie" to your browser for identifying you during the session. We do not (and can not) use our cookies to obtain new information about you. A "cookie" is security data that is given to a browser by a web server that is returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto the system, this cookie enables us to process multiple transactions during the session without you having to provide your Peoples ID and Peoples PIN for each individual transaction. When you log off, or after ten minutes, the cookie is no longer accepted and must be renewed by requiring the Peoples PIN to be reentered. A new cookie is used for each session. That way, no one can use the cookie to access your account.

In addition to the security measures described above, there may be other security notices posted on the website regarding security issues. It is your responsibility to read all applicable notices. One of the main security features guarding the use of the Internet Banking system is the unique combination of your Peoples ID and Peoples PIN. It is important that you keep your Peoples PIN secret. We will not be liable for any losses resulting from your permitting other persons to use your Peoples ID and Peoples PIN to access the system.

If you have more questions about our security systems for conducting transactions safely over the Internet, contact our Customer Service department.

Other Safeguards to Help Protect Your Internet Banking Experience:

It is your responsibility to update to the most current internet browser and pc operating system if your operating system is no longer supported by its manufacturer.

Registration Process

The Internet Banking service requires that the customer complete the initial registration process. This involves completing a secure online application that will identify your Peoples Bank location and all the information that we will need to enable the service. The Internet Banking department will verify the information you submitted for accuracy and authorizations. You will be notified when your account will be activated within 2 business days.

Log-On Security

Security is very important to the Internet Banking system. At the time you request the service, you will be assigned a unique "Peoples ID" and "Peoples PIN" that will be used to gain access to the system. Prior to activation, the Internet Banking department will verify your identity and account authorization.

To help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 10 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your Peoples PIN and your session will continue where you left off.

Because your Peoples PIN is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a Peoples PIN that is hard to guess. Keep your Peoples PIN safe. Memorize your Peoples PIN and never tell it to anyone. Your PIN will expire and you will be prompted to change your PIN every 180 days.

Multifactor Authentication began in December of 2006. When a new user is added they will be in test mode for a minimum of 30 days. This will allow the system to monitor a use pattern of the customer. After 30 days the user will be prompted to select their personal verification questions and answers. Prompts will only occur at login and will only appear if there is anything unusual about the login; perhaps use of a different PC. Users will have 3 chances to complete the additional verification questions. After 3 failed attempts they will be blocked from access. Customers will need to call customer service at Peoples Bank (573-885-2511 or 877-885-2511) to have their access unblocked. Employees of Peoples Bank must validate the identity of the user before unblocking them which will reinstate access to their accounts.

Accounts

You may request to access any account that you are a signer or owner. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using the service, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the system. If the accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Peoples ID and Peoples PIN are authorized unless we have been notified to cancel the service.

Fees for the Internet Banking Service

The Internet Banking and bill payment service is available to our existing personal account customers at no monthly charge for checking accounts.

Cancellation of Internet Banking

Your Internet Banking may be canceled at any time by Peoples Bank in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the service. The Internet banking service may also be cancelled due to inactivity. After cancellation, service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate services, you must call our customer service department at (573) 885-2511 or (877) 885-2511.

Balance Inquiries, Bill Payments and Transfers Limitations

You may use Internet Banking to check the balance of your accounts and to transfer funds among your accounts. According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers or bill payments from your Money Market Deposit Account or Savings Account during a given monthly statement period. There are no limits to the number of transfers or bill payments from your Checking Accounts. Peoples Bank currently limits the bill-payment service to only Checking Accounts.

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact our customer service department.

The balances are updated periodically and the system will display the most current "as of" date on the "Current Transaction" page. There may be situations that cause a delay in an update of your balances. The system will use the most current balance available at the time of a transaction to base our approval.

Special Information about the Address Change, Secure E-Mail & Secure File Delivery Services

The system includes several options under the "Options" menu that provide a means to securely forward your request to us for processing. Generally, requests received from the system will be processed within one business day using procedures that would handle similar requests received by mail or fax. If urgent action is required, we recommend that you contact Peoples Bank directly by telephone or in person. There may be additional fees associated with some of these services. This service is not available to cancel the payments scheduled through the bill payment service. If you have a problem or need to cancel a bill payment, you will need to contact our customer service department.

Bill Payment Service

It is easy to pay bills online. Simply set up your Payees by choosing from the database of Payees that already exist, or by entering necessary information to schedule a payment. We are able to process payments to payees that have a US Postal address. Due to liability issues, we will not accept payments to federal, state or local tax agencies. Otherwise, there is no limit to who you pay or how many payees you may establish. We maintain a large vendor database of regional or national billers to make this process quicker and easier. The Bill Payment service will also allow you to see a history of all the payments made from your accounts.

The daily limit for the total dollars of payments approved is governed by the system's available balance in the checking account selected for making the payment. You can withdraw up to the system's available balance as long as your account shows sufficient funds to cover your payments. The payment will normally be charged to your account on the business date that it is approved or when the check clears, as well as any bill payment fees assessed by the Bank in accordance to the service charge schedule.

If for any reason a scheduled payment processed through system is declined, it will automatically be rescheduled for the following business day. The system will notify you of this action by sending you an "alert" that will appear the next time you logon to the system. The system will continue to attempt to pay the bill on the following business days until there are sufficient funds or you cancel or reschedule it.

Although payments may be scheduled for the current business day or any date in the future at any time, they will be processed twice a day at our cut-off time, usually around noon and 2:00AM on any business day. (If you attempt to schedule a payment for that day after 12:00 AM, the system will notify you that you need to change the date to the next business day.) Anything scheduled will be sent prior to the non-business day, if it is set up after the cut-off time, it will not be sent out until the following business day. Since we must forward the funds and billing information to the payee, some lead-time for payments is necessary. (Our system assumes the payee will promptly process the payment on the business day it is received. Any delays caused by the payee would result in additional days before the payment would show on their records.) By using this service, you authorize us, and any third-party payment processing agent we may use, to choose whatever method we feel is the most effective method to process your transaction.

The time frames generally will be determined by the way the payment is sent to the payee. If we have to send a paper check in the US Postal system, we typically suggest sufficient time as five (5) business days prior to the payee receiving the payment for processing at their address. If the payee accepts the payment electronically, we generally define sufficient time as two (2) business days prior to the payee receiving the payment.

Our Liability for Incomplete Transactions

It is our responsibility to process all bill payments properly initiated through the Internet Banking system in accordance with this Agreement. We will be liable for damages, as defined in this Agreement, where the system caused a payment delay or failed to process a payment to be received by the payee. Transfers will be processed within two business days of the completed transfer transaction. We will not be liable if any of the following occurs:

- 1. Funds are not showing on the system's available balance in your account that is to pay for the bill or transfer at the time of transaction.
- 2. Funds are subject to legal process or other encumbrances restricting the payment or transfer.
- You had knowledge of or questions about the possible malfunction of the system when you initiated the transaction.
- 4. Any information provided by you about the Payee is incorrect.
- 5. There are any delays in the handling of the payment by the Payees.
- 6. Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, etc.) prevent proper completion and delivery of transactions.
- 7. Other applicable laws and/or regulations exempt us from liability.
- 8. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of Internet Banking or our service providers.
- 9. It can be shown that the delay was caused by unusual mailing delays by the US Post Office.

Payment Guarantee

We will reimburse you up to \$50 per payment for any late payment fees or penalties you are charged as a result of the Payee not receiving a payment by the Due Date if all the following apply:

- 1. You scheduled the payment before the cut-off time on a transaction date at least ten (10) business days prior to the Due Date.
- 2. Correct information was provided to us about the Payee (name, address, account number, and amount).
- 3. Your account contained sufficient available funds to complete the payment or transaction on the transaction date
- 4. The Payee was a Business Payee that charges late charges or penalties.
- 5. Late payment fees or penalties were assessed by the Payee due to the delay of this payment.
- 6. You received no prior notice from the Payee that there was a problem with processing payments from our system.

Notice of Your Rights and Liabilities

Notify us immediately if your Peoples ID and Peoples PIN have been compromised, lost, stolen or used without your authorization. Failure to notify us immediately could result in the loss of all money accessible by the Peoples PIN. Telephoning us at (573) 885-2511 is the best way of limiting your possible loss. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one).

If we are notified within two (2) business days after you discover that your Peoples ID and Peoples PIN has been compromised, lost or stolen, you can lose no more than \$50 if someone used it without your permission. If you do not notify us within two (2) business days, and we can prove we could have prevented someone from using the Peoples ID and Peoples PIN without your permission, you could lose as much as \$500.

If your statement shows unauthorized transfers, notify us within 60 days after the statement is mailed to you or viewed on your computer. After 60 days, if we can prove that we could have stopped someone from taking the money if we had been told, you may not get back any money from us. If a good reason, (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods to a reasonable time.

Errors and Questions

In cases of errors or questions concerning transactions completed with Internet Banking, do one of the following, as soon as possible:

- 1. Telephone our Customer Service Department at (573) 885-2511
- 2. Write to Customer Service Department at P.O. Box H, Cuba, MO 65453
- 3. Initiate a payment inquiry on your PC through e-mail to our Customer Service Department at twebsite@peoplesbk.com.
- 4. Send a Secure Message by clicking on "Contact" located near the Exit on the top right of the page. This will bring you to the Message Center. Click on new message, enter your message, and submit.

We must hear from you within 60 days after you receive the first statement or notification in which the error or problem appeared. Please include the following information:

- 1. Name
- 2. Account Number
- 3. Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information.
- 4. Tell us the amount of the error.
- 5. For a Bill Payer error tell us:
- Checking account number used to pay the bill
- Payee name
- Date the payment sent
- Check number if sent by check
- Payment amount
- Payee account number for the payment in question.

We will tell you the results of our investigation within ten (10) business days after we hear from you. If we need more time we may take up to 45 business days to investigate. If we choose to take up to 45 business days, we will give you a provisional credit to your account within ten (10) business days. If we decide there was no error, we will furnish you with a written explanation within three (3) business days after the investigation is complete.

Disclosure of Account Information to Third Parties

Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

- 1. It is necessary to complete a transaction.
- 2. To verify the existence and condition of your account to a third party such as a credit bureau or merchant.
- 3. To comply with a governmental agency or court order.
- 4. If permission is given to us by you, which we may require to be in writing.
- 5. To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning our electronic funds transfer service.
- 6. It involves a claim by or against us concerning a deposit to or withdrawal from your account.
- 7. Where otherwise required or permitted under state or federal laws and/or regulations.

No Signature Requirements

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

Virus Protection

Peoples Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Termination

You may terminate the use of Internet Banking by contacting Peoples Bank in writing by mail, e-mail, or personal delivery to Peoples Bank. If your account is closed or restricted for any reason, Internet Banking accessibility will automatically terminate.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Assignment

This agreement may not be assigned to any other party by you. We may assign or delegate, in part or whole, to any third party.

Amendments

Terms and conditions of this agreement may be amended in whole or part at any time within 30 days written notification prior to the change taking effect. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does not result in higher fees, more restrictive service use, or increased liability to you.

Entire Agreement

This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures. If there is a conflict between this Agreement and any others, or any statements made by employees or agents, this agreement shall supersede.



Privacy and Security Disclosure

Privacy Statement

We recognize the importance of protecting the privacy of personally-identifying information that may be submitted to us when you visit our website.

The information we receive depends on what you do when you visit our site. This is how we handle the information we learn about you from your visit to our website.

If you visit our site to read or download information on our web pages such as press releases and checking and savings account information:

We collect and store only the following information about you: name of the domain from which you access the Internet (for example, aol.com, if you are connecting from an America Online account, or a similar domain corresponding to your Internet Service Provider "ISP"); date and time you access our website; pages you may have visited on our site; and Internet address of the website from where you came to visit our website.

We use the information we collect to measure the number of visitors to the different pages and sections of our site, and to help us make our site more useful to visitors.

If you visit our website to use interactive banking tools such as financial calculators and self-tests:

You may be asked for personal information in order to complete the requested analysis or evaluation. This information is NOT retained. If you identify yourself by sending an e-mail or filling forms such as applications, check reorder forms, contact forms and guest registers:

You may be asked for personally-identifying information in order to process your e-mail, form or application. This information may be retained by us and our business partners for processing and to facilitate decisions. Information you submit to us is treated no differently than any information you might provide in a written format such as a brochure application, reorder slip to order checks, or a letter.

We Want To Be Very Clear

We protect and safeguard the privacy of users of our on-line services, just as we do throughout the rest of our business. We will use personal information to identify you, to communicate with you, and to help us answer your questions.

We will NOT sell personally-identifying information to a third party for the purpose of solicitation or provide personal information to a third party for its own use.

Sometimes we send our customers information about our products and services. If you do not wish to receive this information, or if you believe that your personal information is incorrect please contact us. We will investigate the situation and if appropriate update our records.

If you have any questions that are not answered in this section please contact us.

Security Statement

Our website brings together a combination of industry-approved security technologies to protect data for the bank and for you, our customer. It features a VeriSign-issued Digital ID for the bank's Internet Service Provider hosting our website, Secure Sockets Layer (SSL) protocol for data encryption, and a router and firewall to regulate the inflow and outflow of server traffic.

Secure Data Transfer

Once a server session is established on an https secure page, the user and the server are in a secured environment. Because the server has been certified as a 128-bit secure server by VeriSign, data traveling between the user and the server is encrypted with Secure Sockets Layer (SSL) protocol. With SSL, data that travels between the bank and customer is encrypted and can only be decrypted with the public and private key pair. In short, the bank's server issues a public key to the end user's browser and creates a temporary private key. These two keys are the only combination possible for that session. When the session is complete, the keys expire and the whole process starts over when a new end user makes a server session.

Router and Firewall

Secure forms must filter through a router and firewall before they are permitted to reach the server. A router, a piece of hardware, works in conjunction with the firewall, a piece of software, to block and direct traffic coming to the server. The configuration begins by disallowing ALL traffic and then opens holes only when necessary to process acceptable data requests, such as retrieving web pages or sending customer requests to the bank.

Using the above technologies, your Internet loan application and check reorder transactions are secure.



Consumer Mobile Deposit Capture Terms & Conditions

Description:

The 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 items and associated deposit information to the Bank or the Bank's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. The Bank 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. Peoples Bank also reserves the right to cancel Mobile Deposit services at any time without prior notification.

Hardware and Software requirements:

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. The Bank is not responsible for any third party software you may need to use the Services. 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. 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.

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 and \$5,000 per month. There are no limits to the number of items that may be deposited.

Funds Availability

Funds from Mobile Deposit deposits made by 5:00PM CST Monday through Friday will be considered deposited on that business day and subject to the Regulation CC Funds Availability policy of Peoples Bank. Otherwise, the deposit will be made on the next business day we are open for business.

Deposits made on Saturday or throughout the weekend are processed on the next business day following that weekend. Saturdays, Sundays and Federal Holidays are not considered business days for processing purposes, even if the bank may be open on those days.

Fees and Charges:

The Bank 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.

Endorsements and Procedures:

You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY, PEOPLES BANK" or as otherwise instructed by the Bank. 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. 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. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Bank account using the Services. The following items will not be allowed to be processed through Mobile Deposit: Third Party Checks, Foreign Items, Saving Bonds, and Returned or re-deposited items.

Check requirements (including 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 American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. 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).

Rejection of deposits:

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 your Bank Account Agreement. 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 remote deposit, you must physically deposit the original Check.

Unpaid checks:

Should you fail to produce the original check, you authorize us to deduct that amount from your account 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 at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. 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 to comply with any additional instructions we may provide to you in connection with returned Checks.

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 your Bank Account Agreement. You may notify us by e-mailing us at rdcsupport@peoplesbk.com, or writing to Peoples Bank at PO BOX H, Cuba MO 65453, or telephoning us at 877-885-2511. 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 your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

Availability of service/Contingency:

In the event you are unable to capture, balance, process, produce or transmit a file 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 location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

Storage, security and destruction/disposal of the checks:

After you receive confirmation that we have received an image, you must securely store the original Check for 14 days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 14-day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never re-present the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

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 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.

Your Authentication method:

You agree that we are entitled to act upon instructions we receive with respect to the Service under your user 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 your Bank Account Agreement 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.

Data 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 877-885-2511 and with written notice at Peoples Bank, PO Box H Cuba, MO 65453 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.

Cooperation with Investigations:

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.