

**Westside State Bank**  
**MOBILE CHECK DEPOSIT AGREEMENT AND DISCLOSURE**  
**ONLINE BANKING ADDENDUM**

**1. Introduction**

This Service allows you to deposit checks or items into your eligible accounts with us from a remote location by digitally imaging, or photographing, an item with a Compatible Mobile Device that then delivers the image and associated deposit information to us electronically. You can only submit one check deposit at a time. You may submit additional check deposits consecutively, after each submission is complete.

In order to use the Service, you must obtain and maintain, at your expense, a Compatible Mobile Device. Westside State Bank is not responsible for the functionality or maintenance of any third party hardware or software you may need to use the Service.

**2. Definitions**

Unless otherwise noted, the words used in this Addendum have the meanings set forth in the Westside State Bank Online Banking Agreement & Mobile Banking Service Agreement, except that the terms “we,” “us,” “our,” “Westside State Bank,” and “Bank” refer not only to Westside State Bank or our affiliates, but also to third parties that assist Westside State Bank in providing the Service. The words “you” and “your” refer to you as the individual person or entity entering into this Agreement that we permit to use the Mobile Check Deposit Service subject to the terms of this Agreement or any user you authorize on your behalf.

**3. Agreement Acceptance**

This Mobile Check Deposit User Agreement contains the Terms and Conditions for the use of Westside State Bank’s Mobile Check Deposit services that Westside State Bank or its affiliates may provide. Your enrollment in Westside State Bank’s Mobile Check Deposit service constitutes your agreement with all the terms on the Online Banking Agreement, the Mobile Banking Service Agreement and this Addendum. The Mobile Check Deposit Agreement and Disclosure is an amendment to the Online Banking Agreement and Disclosure for Online Banking and provides consent for you to enroll in Westside State Bank’s Mobile Check Deposit Service. When you use, or permit authorized persons to use, Mobile Check Deposit you agree to be bound by the terms of this Agreement. The terms of this Agreement are in addition to those that apply to any account or service you have with us, our Online Banking Agreement and Disclosure for Online Banking, Mobile Banking Service Agreement and our Privacy Policy. By participating in Mobile Banking or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying Online Banking and bill pay services of which Mobile Check Deposit is a part. Westside State Bank in its discretion may modify these Terms and Conditions at any time. We will notify you of any material change on our website by providing a link to the revised Agreement or by an online secure message. Continued use of the service will indicate your consent and acceptance of the revised terms and conditions. Further, Westside State Bank reserves the right, at its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service. A paper copy of the current version of this Agreement can be obtained at any time.

**4. Eligibility and Qualification Requirements**

You must first download our Mobile Banking App on your compatible Mobile Device in order to access the Service. To use the Service you must have a supported mobile device (e.g., smartphone) with a supported camera and a supported operating system and have a data plan for your mobile device. For a list of Mobile Devices that we support please contact Westside State Bank’s customer support. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Service. You must have at least one account with us that is eligible for the Service.

To qualify for the Service, you must meet eligibility criteria as dictated by us including, but not limited to the following:

- You are 18 years of age or older;
- You have an account(s) open for at least 60 days;
- You have an account(s) in good standing in accordance with Westside State Bank policy;

- Your mailing address on our records must be current and valid.

The following types of accounts are eligible for the Service:

- Checking accounts
- Savings accounts

#### 5. **Limitations of Service**

When using the Service, you may experience technical or other difficulties. Westside State Bank is not responsible for any technical or other difficulties that you may experience during or as a result of your use of the Service. We reserve the right to change, suspend or revoke the Service immediately, for any or no reason, and at any time without prior notice to you. In the event the Service is not available to you, you acknowledge that you can deposit your check at a branch office location, through a participating ATM, or by mail.

#### 6. **Charges or Fees**

Westside State Bank does not charge a usage fee for using the Service. We reserve the right to start charging for this Service at any time. We will comply with any notice requirement under applicable law for such changes.

If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on our current Fee Schedule for a returned deposit item. If there are not sufficient funds in your account to cover the amount of the returned check(s), the account will be overdrawn and you will be responsible for payment of the overdrawn amount plus any applicable fees. You agree that we may debit any account maintained by you in order to obtain payment of your obligations under this Agreement.

You agree that wireless providers may assess fees, limitations, or restriction. You agree that you are solely responsible for all such fees, limitations, and restrictions.

#### 7. **Eligible Checks and Items**

You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”) and only those checks that are permissible under this Addendum or such other items as we, in our sole discretion, elect to include under the Service. You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use the Service to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you, or to you and another party.
- Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items payable jointly, unless deposited into an account in the names of all payees (for example, a check made payable to “John and Jane” cannot be deposited into an account that is not owned by both John and Jane).
- Checks or items payable to “Cash”, “Westside State Bank,” or “WSB”.
- Checks or items payable to a third party (for example, a check that is payable to someone else, endorsed and signed over to you).
- Checks or items that are incomplete (for example, any item that does not contain the signature of the maker, endorsement signature(s), or other required information).
- Checks or items previously converted to a substitute check, as defined in Reg CC (for example, paper checks created from an electronic image).
- Checks or items that are remotely created checks, as defined by Reg CC (for example, checks lacking the original signature of the person authorizing the check).
- Checks or items that require authorization (for example, COM checks).
- Checks or items that are dated more than 6 months prior to the date of deposit.
- Checks or items that are stale-dated (for example, ninety (90) days or more after the issue date for checks containing instructions that state “Void 90 days after issue date”).
- Checks or items that are post-dated (for example, a check showing a future date).
- Checks or items drawn on a financial institution located outside of the United States.

- Checks or items not payable in United States currency.
- Checks or items that have previously been returned unpaid for any reason.
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- Checks or items that exceed the deposit limit(s) that are established for the Service.
- Non-negotiable items
- Checks or items purporting to be a lottery or prize winning.
- Savings bonds.
- Travelers checks.
- Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your Mobile Deposit account.

Nothing in this Addendum should be construed as requiring Westside State Bank to accept any check or item for deposit, even if Westside State Bank has accepted that type of check or item previously. Nor shall Westside State Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Addendum.

#### **8. Image Quality**

The image of a check or item transmitted to us using the Service must be clearly legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute (ANSI), or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejecting of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

#### **9. Endorsements and Procedures**

You agree to restrictively endorse any item transmitted through the Services as "For Mobile Deposit Only at Westside State Bank, Customer Signature" or as otherwise instructed by Westside State Bank.

#### **Example:**

*For Mobile Deposit Only at WSB  
Joe Customer*

Westside State Bank reserves the right to reject all items that are not endorsed as specified. You agree to follow any and all other procedures and instructions for use of the Services as Westside State Bank may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

#### **10. Receipt of Checks and Items**

We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Addendum or for images that are dropped during transmission or for images that are not transmitted completely. An image of an item shall be deemed received when you receive a message stating "Your deposit has been received." Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

#### **11. Availability of Funds**

All deposits are subject to review. Funds may not be available for immediate withdrawal. Deposits are considered received once they have been reviewed, approved, and posted to your account. Funds will be available in accordance with Westside State Bank's Funds Availability Schedule. Subject to Westside State Bank's Funds Availability, deposits received and accepted before a particular time of the day (the Cutoff Time) on a Business Day are credited on the same day and deposits received and accepted after the Cutoff Time on a Business Day are credited on the following Business

Day. The Cutoff Time is 3:00 PM CST. The Cutoff Time is determined by the time displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your Compatible Mobile Device. For this reason, we suggest that you transmit an item for mobile deposit to us sufficiently in advance of any Cutoff Time to eliminate the possibility of missing the Cutoff. Westside State Bank may establish later Cutoff times for checks and items deposited via the Service, crediting your Mobile Deposit Account for such checks and items even if received and accepted after the applicable Cutoff Time specified in the relevant deposit account agreement governing your Mobile Deposit Account. In the event that Westside State Bank established later Cutoff Times for check and items deposited via the Service, we reserve the right to change the Cutoff Time at any time as permitted by law. Regardless of whether Westside State Bank established later Cutoff Times for checks and items deposited through the Service, you understand and agree that checks and items must be received and accepted by Westside State Bank before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting.

We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy for your Mobile Deposit Account. Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdrawal funds and we will tell you when the funds will be available.

#### 12. **Presentment**

The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in Westside State Bank's sole discretion as set forth in the relevant deposit account agreement governing your Mobile Deposit Account and to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.

#### 13. **Deposit Limits**

We reserve the right to impose limits on the amount(s) and/or number of items or deposits from time to time that you transmit using the Service and to modify such limits from time to time. The current limits established when using this Service to deposit funds, such deposits are limited to \$2,000 per transaction and a total limit of \$4,000 per Business Day.

#### 14. **Disposal of Transmitted Checks and Items**

After a check or item has posted to your account you agree to retain and store each item no fewer than 60 days after your funds have been posted to your account and to **never represent to us or any other party a check or item that has been deposited through the Service** unless we notify you that the check or item will not be accepted for deposit through the Service. 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 represented for payment and, prior to disposal or destruction, to safeguard such checks and items for 60 days. Do not leave deposited items lying around, do not put deposited items in the trash or recycle containers, unless they have been shredded first. A cross-cut or diamond shredder will assist in complete destruction of check information. You will promptly provide any retained item to us as requested to aid in the clearing and collection process or to resolve the claims by third parties with respect to any item.

#### 15. **Statements**

Your mobile deposits made using the Service will be included on the periodic statements we provide or make accessible to you for your account(s) with us. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your mailing address, your e-mail address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

#### 16. **Errors or Discrepancies**

Notify Westside State Bank by telephone at (877)818-0257 or (712)663-4322 or by mail at 401 First St. PO Box 77 – Westside, IA 51467 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may be responsible for any losses.

#### 17. **Security Requirements**

To prevent unauthorized usage of this Service, you agree to ensure, at your sole cost and expense, the security of any Device you own and use to access the Service. By securing those Devices, we specifically mean installing operating

system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Westside State Bank shall not be responsible for complying with the terms and conditions of any third-party software. You also agree that Westside State Bank is not liable for unauthorized account access and/or transactions that occur as a result of: (1) your negligence in safeguarding your Password, Image, and Challenge Questions and Answers (Access Information) and/or (2) your negligence in ensuring the security of the device you own and/or use to access the Westside State Bank Mobile Deposit Service as described above. Any communications received through the use of the access information will be deemed to be sent or authorized by you. 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 the Service has occurred.

You agree that our current security procedures are commercially reasonable. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no Access Information is used or accessible to anyone other than the persons you have authorized.

#### **18. Disclaimer of Warranties**

Westside State Bank's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in the Agreement, are exclusive. This Service is provided by Westside State Bank and its licensors "as is" and on an "as available" basis. WESTSIDE STATE BANK HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THIS SERVICE, THE HARDWARE, COMPUTER SOFTWARE OR SYSTEM USED IN CONNECTION WITH THIS SERVICE OR YOUR USE OF THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We make no warranty that the Service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from your use of the Service will be accurate or reliable, and (iv) that any errors in the Service or technology will be corrected.

#### **19. Limitation of Liability**

Westside State Bank's liability for errors or omissions with respect to the data transmitted or printed by Westside State Bank or the credited or debiting of funds to and from your account in connection with the Services will be solely limited to correcting the errors or omissions. In no event shall Westside State Bank be liable for special, consequential, or indirect damages.

#### **20. User Warranties and Indemnification**

You represent and warrant to Westside State Bank that:

- You will only transmit eligible items that you are entitled to enforce, and all checks and items will include all signatures required for their negotiation.
- Images will meet the image quality standards.
- You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- You will not re-deposit or re-present the original item once it has been sent through this Service or otherwise deposited, unless you are specifically requested to do so by Westside State Bank.
- All information you provide to Westside State Bank is accurate and complete, including that all images transmitted to Westside State Bank accurately reflect the front and back of the check or item at the time it was scanned.
- You will use the Services only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- Items you transmit do not contain viruses.

You agree to indemnify Westside State Bank for, and defend and hold harmless Westside State Bank from and against, any and all damages, claims, losses, cost or expenses (including without limitation reasonable attorneys' fees) incurred by Westside State Bank as a result of or in connection with your breach of any of the representations or warranties contained herein.

#### **21. Cancellation by You; Termination or Refusal by Us**

You may cancel the Service at any time by calling (877)818-0257 or (712)663-4322 and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We will have no obligation to honor any instruction, in whole or in part, that:

- We reasonably believe is used for any illegal or improper purpose or activity.
- We have reason to believe may not be authorized by you.
- Would violate any law, rule or regulation applicable to us or the Service.
- Is not in accordance with any other requirement stated in this Addendum or any of our policies, procedures or practices.
- Or for our protection or yours, we have reasonable cause not to honor.

We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, including, without limitation, if:

- We have reason to believe your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your access information.
- We believe the Service is not being used for its intended, bona fide and lawful purposes under this Addendum and the Westside State Bank Online Banking Agreement and Disclosure for Online Banking and Mobile Banking Agreement.
- We have reason to believe the Service is being used in an anti-competitive manner or contrary to Westside State Bank's business interests.
- Your account is closed, access to your account is restricted for any reason, or if you do not use the Service for a period of time.

22. **Miscellaneous**

This Addendum is hereby incorporated by reference into and subject to the provisions of the Westside State Bank Online Banking Agreement and Disclosure for Online Banking and Mobile Banking Agreement. If any portion of this Addendum is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Account Number** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

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**For Bank Use Only**

**CIS #** \_\_\_\_\_

**Check (Need 2 initials):**

- **Image Deposit Turned on in OLB** \_\_\_\_\_
- **E-mail in XD** \_\_\_\_\_
- **Risk Rating** \_\_\_\_\_
- **Log Limits** \_\_\_\_\_