

My Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write us at:

Peoples State Bank
100 4th Ave SE, Ste. 6
Plainview, MN 55964

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there was been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain in your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address above. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (800)252-3137 or write us at 100 4th Ave SE, Plainview, MN 55964, as soon as you can if you think your statement is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any). (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

DDA LOAN AND OPEN END LINES OF CREDIT INFORMATION

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance.

HOME EQUITY LINE OF CREDIT INFORMATION

We figure the finance charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits. This gives us the daily balance.

Peoples State Bank of Plainview Online and Mobile Banking Agreement & Disclosure

ONLINE AND MOBILE BANKING ACCESS AGREEMENT

This Online and Mobile Banking Access Agreement contains the terms that govern your use of online access. By accessing your accounts through Peoples State Bank of Plainview using services described below or future services offered by the Peoples State Bank of Plainview's internet site you agree to be bound by the terms of this agreement. If you have any questions or do not thoroughly understand any of the terms set forth in this agreement, please contact us prior to your use of service.

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as your other agreements with Peoples State Bank of Plainview such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Minnesota (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement constitutes an agreement between you and Peoples State Bank of Plainview with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

No Warranties – Peoples State Bank of Plainview makes no representations or warranties to you or any other person, express or implied, in law or in fact, and disclaims any and all implied warranties of fitness for a particular purpose, merchantability or suitability, to you or any other person, of any of the services provided by the bank under this agreement or any computer software products or programs provided by the bank under this agreement, communication interfaces with those used by you.

Online Communication – Electronic Mail (E-Mail) is available through our E-Mail Directory and several other points of access through out our website. The E-mail on our website is not covered by SSL and should be used for general use such as but not limited to comments on service basic questions that should not reveal financial information or private individual information such as but not limited to account numbers, social security numbers or debit/credit card numbers.

External links – The Peoples State Bank of Plainview website has offered numerous external links. These are External Internet addresses which contain information created, published and maintained by sources independent of Peoples State Bank of Plainview. Peoples State Bank of Plainview has no control over these Internet addresses and therefore does not guarantee the accuracy or completeness of the information gathered from these resources and therefore will not be held liable for their content. Any use of information obtained from such addresses is voluntary.

Online Banking Agreement – This agreement pertains to Individual(s). The text of this agreement refers to each person listed as an authorized user as "you" and "your". Peoples State Bank of Plainview uses the terms "we" and "our" to refer to themselves.

Services – Peoples State Bank of Plainview agrees to provide online account access through www.peoplesstatebank.com in order to obtain account transaction history, balances, order checks, make stop payment requests, change your address, pay bills and other information and services. This agreement does not replace current disclosures available for account holders but in addition to them. These disclosures are available in person by visiting any one of our branch locations or by submitting your request in writing to Peoples State Bank of Plainview, 100 4th Avenue SE, Suite 6, Plainview, MN 55964. Peoples State Bank of Plainview may introduce new Online Services. When this happens we will update our website to reflect these changes. By using our site you agree to be bound by the terms contained in this agreement at that time which will include new products. It is your responsibility to review this policy periodically for changes.

Authorized Access – You must have one or more accounts established at Peoples State Bank of Plainview and access to Online Banking services. To access an account you must have a user ID and password, which you will establish during enrollment, and required hardware and software. Access to your accounts through Online Banking will be based upon the identification of users and the information you provide. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the accountholder. Subject to the terms of this agreement, you should be able to access your accounts through our website (referring to www.PeoplesStateBank.com) 24 hours a day, 7 days a week. At certain times this service may not be available due to system maintenance or uncontrollable circumstances. Peoples State Bank of Plainview will still have service available; by ATM (automated teller machine) or by phone during normal banking hours at any of our branch locations assuming no major disaster has occurred.

Liability – Peoples State Bank of Plainview is responsible for complying with the terms of this agreement. Our liability to you is explained in any current up to date agreements, notices, and disclosures that we separately provide or make available to you regarding your accounts and our services.

In no event will we have liability for any consequential, special, punitive or indirect loss or damages whether or not any claim for such damage is based on tort or contract or we knew or should have known the likelihood of such damages in any circumstances.

Indemnification – Except to the extent that we are liable under the terms of this agreement or an agreement that otherwise governs your account, if you are an owner of an account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an account or other performance of an online banking service. You or your authorized representative provide this indemnification without regard to whether our claim for indemnification is due to the use of the service.

Third Parties – Except as specifically provided in this agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, of that of an Internet browser, by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to online banking services through the service.

Authorization – You warrant to Peoples State Bank of Plainview that you have full and complete authority to enter into this agreement. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Peoples State Bank of Plainview may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person. Any person may utilize the service that has been provided a password or/and user ID number by you. Peoples State Bank of Plainview may require further written confirmation of instructions given orally or by facsimile. Any person authorized to sign on an account is also deemed to be authorized to conduct any transaction related to that account. Peoples State Bank of Plainview may at its own discretion, rely on any written notice containing signatures of an authorized person if we believe, in good faith, that the signature is genuine. Each authorized person may act alone. If we receive conflicting instructions from an authorized person we may honor one or more of the instructions received, refuse to honor any of the instructions until we receive instructions to which all authorized persons agree to submit to a court all funds which are subject to the conflicting instructions.

Peoples State Bank has No Liability –

- If you are not in accordance with any terms or condition applicable to the relevant Online Banking Service or Account.
- If circumstances beyond our control (such as, but not limited to fire, flood or improper transmission or handling of payments by a third party) prevents the utilization of the services, including, but not limited to, a transfer or bill payment, despite reasonable precautions taken by us.
- Under no circumstances will we have any liability to you for failure to provide access to your accounts through Peoples State Bank of Plainview Online Banking Service.
- If you do not have enough money in your account to make a transfer or bill payment.
- If we are directed to prohibit withdrawals from the account by applicable law or court order.
- If we have reasonable cause not to honor for our or your protection.
- If not in accordance with any other requirement of our applicable policies, procedures or practices.

- If your account is closed.
- If your account has been frozen.
- If the transfer or bill payment would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you permit to utilize the services, commits any fraud or violates any law or regulation.
- If you fail to keep your ID and password secure and your failure attributes to a fraudulent act or violation of any law or regulation.
- If any electronic terminal or telecommunication device malfunctions or is otherwise not working properly and/or prevents the utilization of the service.
- If you have not provided us with complete and correct payment information, including, but not limited to, the name, U.S. address, payment date (the date payment will be produced), and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using the service.
- If you fail to abide by the terms set forth in this agreement.

Termination – Unless otherwise required by applicable law, Peoples State Bank of Plainview may terminate this agreement and/or your access to an online banking service through Peoples State Bank of Plainview, in whole or in part, at any time. Access to our online banking service in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this agreement will control. You may request reinstatement of our online banking service by calling (800) 252-3137 during regular banking hours. If you wish to cancel any of your online banking services, contact Peoples State Bank of Plainview customer service at (800) 252-3137 or send us cancellation instructions in writing to Peoples State Bank of Plainview, 100 4th Avenue SE, Plainview, MN 55964.

Agreement Changes – Except as otherwise required by law, rule, or regulation, we may change the terms of this agreement at any time. When changes are made we will update this agreement on online banking. The website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. As always, you may choose to accept or decline changes by continuing or discontinuing your use on Peoples State Bank of Plainview online services. Changes to fees or terms applicable to accounts are governed by the agreement otherwise governing the applicable account. Unless otherwise required by applicable law, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically to your internet address as reflected in our then current records.

Disclosure of information – You authorize Peoples State Bank of Plainview and each of its affiliates to disclose to third parties information you have provided or that our affiliates or we have obtained about your accounts and the transfers you make:

- To comply with laws, regulations, government agency or court orders or requests
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- Where it is necessary for completing transfers or wires
- To provide services relating to your account or to offer other products and services
- If you otherwise give us your written permission

Miscellaneous Fees and Charges – You are agreeing to accept and pay Peoples State Bank of Plainview for the services in accordance with the fee schedule. Fees covered under this agreement and any other separately disclosed agreement in connection with your account(s) would continue to apply to those account(s) and to your online banking service. We may modify this fee schedule at any time upon 30-day prior written notice to you such as, but not limited to, a statement message or an individual notice. You are responsible for any telephone charges that you may incur by accessing your accounts utilizing our services and other applicable fees.

Security Procedures – You acknowledge and agree that you have approved and will abide to the security procedures set forth in this agreement and any other security procedures established by Peoples State Bank of Plainview that have and/or will be presented to you in the future. You also acknowledge and agree that these procedures are commercially reasonable and adequate for the purpose intended. Peoples State Bank of Plainview may rely on the security procedures identified herein to determine whether any instructions are authorized, and you will be bound by instructions issued in its name (or in the name of its authorized persons) and accepted by Peoples State Bank of Plainview in compliance with the security procedures set forth, whether or not you actually authorized such instructions. If the security procedures include password or user ID number, you agree that you and your authorized persons are responsible for keeping the passwords confidential and secure and agree to change your password regularly. If you believe or have reason to believe that any security procedure or password has or may

have become known by unauthorized persons you will immediately notify Peoples State Bank of Plainview in person or by telephone and agree to confirm that oral notification in writing to the Peoples State Bank of Plainview within 24 hours. Peoples State Bank of Plainview shall have no liability for losses caused by unauthorized access to any confidential information and you will hold Peoples State Bank of Plainview harmless from any losses, costs, suits, damages, liabilities, and expenses resulting from your failure to keep the password confidential or otherwise adequately manage the use of the password, communication or computer system used to access our website. This includes, but is not limited to, unauthorized users having access to your password, your computer while logged on using your password or a continual computer connection such as DSL that may leave your system vulnerable. You will be liable for any instructions and other communications initiated before Peoples State Bank of Plainview has received such notice and has had reasonable opportunity to act on such notice. Peoples State Bank of Plainview reserves the right to change and/or add security procedures at any time by giving written notice (which may be made by e-mail or facsimile) to you. You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your statement for each of your bank accounts as soon as you received it. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Online Banking system 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 recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

Acceptance of Terms and Conditions – The first time you access any of your bank accounts through use of the services, you agree to be bound by all the terms and conditions of this agreement and acknowledge your receipt and understanding of this disclosure.

Business Day – Unless otherwise defined by this agreement or other agreements received from us, a Business Day is Monday through Friday, that business day cutoff being 6:00 p.m. Anything received by us after 6:00 p.m., Saturdays, Sundays, and selected Federal Holidays shall not be considered Business Days, commonly referred to as a Non-Business Day. All transactions, deposits, instructions, and entries received by us during a non-business day will be treated as if received on the next business day. You shall contact us to inquire if a given Federal Holiday is determined by us to be a business day.

Miscellaneous Terms and Conditions

1. **Severability** – If any section, provision or condition of this agreement is deemed invalid or unenforceable, the provision deemed invalid or unenforceable will, to the extent permitted by applicable law, be deemed reformed so as to be valid and enforceable. If such reformation is not possible, this agreement will be read as if that provision were never a part of it, and the remainder of the agreement will be valid and enforceable.
2. **No Waiver** – If Peoples State Bank of Plainview waives any failure or breach by you hereunder, such waiver will not operate to waive any other breach of the same or different provision.
3. **Additional Information** – You agree to execute any additional documents and to provide any information (including information necessary to remake or reconstruct any deposit, transmission, file or entry) that Peoples State Bank of Plainview reasonably requests.
4. **Force Majeure** – No party will be deemed to have breached this agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include, without limitation, any failure or interruption of any electronic communication system between you and Peoples State Bank of Plainview, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunctions, action or inaction of government, civil or military authority, fires strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.
5. **Successors and Assigns** – This agreement is binding upon and is for the benefit of Peoples State Bank of Plainview and you and their respective successors and assigns. Peoples State Bank of Plainview may, at any time, assign this agreement to any affiliate, subsidiary, parent, any company owned or controlled by any affiliate, subsidiary or parent company or any entity who acquires substantially all of the business of Peoples State Bank of Plainview. Otherwise, Peoples State Bank of Plainview and you may not assign this agreement to any other person without the express written agreement of the other party.

6. **Amendments** – We reserve the right to change the charges, fees or other terms described in this agreement. When changes are made to any fees, charges, or other material terms, we will update this agreement, and notify you. The notice will be sent at least thirty (30) days in advance of the changes. (If you prefer not to receive notices via e-mail please notify Peoples State Bank of Plainview by sending an e-mail message to info@peoplesstatebank.com, by phone 800-252-3137, or stop by any of our branch locations.
7. **Applicable Rules, Laws, and Regulations** – This agreement shall be governed by, and you agree to comply with, the laws and regulations of the State of Minnesota (except to the extent this Agreement can and does vary such rules or laws) and applicable Federal laws and regulations. In addition, you agree to be bound by and will comply with the terms of this agreement, requirements of your account(s), Peoples State Bank of Plainview's rules and regulations and the rules and regulations of any funds transfer or wire system to which Peoples State Bank of Plainview belongs. Any dispute between Peoples State Bank of Plainview and you must be brought in the relevant court in Wabasha County, Minnesota where Peoples State Bank of Plainview is located.
8. **Notices** – Unless otherwise required by applicable law, in the event we are required to provide a notice or other communication to you in writing, that notice or communication may be sent to you electronically to your e-mail address as reflected in our then current records.

Bill Pay Service – The use of the bill pay service available through the Online Banking Services is governed both by this agreement and by a separate bill pay agreement as well as all other account terms and conditions.

MOBILE BANKING AGREEMENT ADDENDUM

I. Introduction

This is an addendum to your Online Banking Services Agreement ("Agreement") and sets forth the additional terms and conditions for use of the Mobile Banking Services offered through Peoples State Bank of Plainview to you. Except where modified by this Addendum, the Online Banking Services Agreement remains in effect. Terms defined in the Agreement that are not defined in the Addendum have the same meaning here. This Addendum and the Agreement constitute the entire agreement between us and you relating to Mobile Banking, supersede any other agreements relating to Mobile Banking, and may only be amended as provided in the Agreement. If there is a conflict between the Agreement and this Addendum, the terms in this Addendum will govern your use of Mobile Banking.

II. Definitions

As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible Peoples State Bank of Plainview checking, savings, loan, certificate of deposit or other product information that can be accessed through Mobile Banking.

"Agreement" means this Mobile Banking Agreement.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"We," "Us," and "Bank" means Peoples State Bank of Plainview.

"Website" mean Peoples State Bank of Plainview's website: www.PeoplesStateBank.com.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

III. Mobile Banking Service

A. 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 Peoples State Bank of Plainview account information such as balances and recent transaction history;
- (ii) transfer funds between your accounts at Peoples State Bank of Plainview;
- (iii) make payments to third parties through our online bill pay service; and
- (iv) 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.

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. In addition, the Service may not be supportable for all Devices.

B. Use of Services. Mobile Banking will 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 that may be delivered to you. 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.

C. 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, Sprint PCS, T-Mobile, U.S. Cellular, Verizon Wireless, and Metro PCS), and that this Addendum 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.

IV. Permitted Mobile Banking Transfers

You may use the Service to transfer funds between your eligible Peoples State Bank of Plainview accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile Banking.

You may access your accounts remotely with your mobile phone or tablet via a downloaded Mobile Banking application, through your mobile browser via a hyperlink provided at enrollment, or via text messaging and using your User identification name, Password, Responses to multifactor authentication questions and Text messaging commands (available separately). You may use this service to:

- transfer funds from checking or savings to savings or checking
- transfer funds from line of credit to checking or savings
- make payments from checking or savings to line of credit or loans

- get balance information about checking, savings, line of credit, certificate of deposit or Loans
- get transaction history about checking, savings, line of credit, certificate of deposit or Loans
- make payments from your checking to third parties through our online bill pay service
- deposit checks remotely using the Mobile Deposit service - you may not exceed \$5,000.00 per item or \$5,000.00 per day

Funds transfers are only available through the mobile browser and mobile phone or tablet application options. Mobile Deposit service is only available through the mobile phone and tablet application options. Message or data rates may apply. Your mobile service provider's standard service fees, such as text message fees or similar charges, will apply to all transactions. Check with your service provider for information about these fees.

If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 6:00 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

V. Mobile Banking Software License Agreement

A. License. Subject to any compliance with this Addendum, 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 this Addendum; 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 this Addendum.

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.

VI. 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 identify 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 represent that you are an authorized user of the Device you will use to access Mobile Banking.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. You agree to check your statements and transactions regularly, to report any errors to us promptly by calling us at 800-252-3137, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the mobile Banking Services.

C. 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. Accessing Mobile Banking from locations outside the U.S. is at your own risk.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 this Addendum, 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.

VII. Charges For The Service

There is no charge for accessing Mobile Banking; however, you are solely responsible for the payment of any mobile service carrier or other provider charges incurred in connection with accessing Mobile Banking. Message and data rates may apply.

VIII. 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 800-252-3137. 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. Information about your use of Mobile Banking is governed by our Privacy Policy which can be found on our website.

D. Third Party Beneficiary. You agree that our service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries to this Addendum, 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 Addendum, 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.

MOBILE DEPOSIT AGREEMENT ADDENDUM

1. Description of Service. Mobile Deposit allows you to deposit money into certain Peoples State Bank accounts with your mobile device camera using the Mobile Application or "Mobile App". To use Mobile Deposit, you must be a Peoples State Bank account holder and have agreed to the Online Banking and Mobile Banking User Agreements. You may transmit deposits to us electronically only from a mobile capture device located in the United States.

2. Fees. A fee may be charged for this service. Currently there is no fee. If applicable, you agree to pay the fee for the Service as set forth in our fee schedule and as may be changed from time to time. Message and data usage rates may apply from your Internet service provider or mobile carrier.

3. Equipment. To use Mobile Deposit, you must have a supported mobile device, such as a smartphone or tablet that is compatible with the Mobile Deposit App, with a camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device. We do not guarantee that all mobile devices and operating systems are compatible with the Service.

4. Types of Checks. You can only deposit checks using Mobile Deposit; however, there are some checks that you cannot deposit. These include, but are not limited to:

- a. Checks payable to any person or entity other than you, or to you and another party;
- b. Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn;
- c. Checks that are not in original form with an original signature, such as substitute checks or remotely created checks;
- d. Checks drawn on a financial institution located outside the United States;
- e. Checks not payable in United States currency;
- f. Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- g. Any item with any endorsement on the back other than that specified in this Agreement or the Bank's check processing policies;
- h. Any item that has previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution, or that has been deposited with the Bank or any other financial institution, including items that have been returned unpaid;
- i. Any item which is stale (more than 6 months old) or post-dated (made payable at a future date); and
- j. Any item that will exceed the per deposit or daily dollar limit.

5. Receipt of Deposits. We reserve the right to reject any check transmitted through the Service, at our discretion, without liability to you. Peoples State Bank is not responsible for processing or transmission errors that may occur, or for deposited items that we do not receive. An image of the Eligible Item shall be deemed received when you view your deposit history on the Mobile App and it displays accepted. In accepting Eligible Items for deposit or collection, the Bank makes no warranty as to the collectability of the Eligible Items. The Bank further reserves the right to charge back to your account at any time any Eligible Item that the Bank subsequently determines 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 the Bank's chargeback of an item.

6. Rejection of Deposits. All deposits are subject to verification by Peoples State Bank and may be rejected, limited, or returned for any reason without liability to you even if these actions cause outstanding checks or other debits to your account to be dishonored or returned.

7. Cut-Off Times for Deposits. Deposits sent using Mobile Deposit may be "submitted" any time of day, weekend, or holiday. However, deposits received by us after the daily cut-off time for electronic deposits will be deposited the next business day, provided that the deposit meets all requirements. Deposits submitted on holidays or weekends will also be deposited the next business day, provided it meets all requirements. The daily cut-off time for electronic deposits is 6:00 PM CST and is subject to change without notice to you.

8. Availability of Funds Deposited. You agree items transmitted using this Service are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 6:00 PM CST on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds from deposits received, accepted, and successfully processed through Mobile Deposit generally will be available for withdrawal the first business day after the day of the deposit. Successful processing of a check or item could be delayed due to bank review and verification procedures.

9. Image Quality. The front and back images of an item transmitted to us must be legible. Items with poor image quality may delay the deposit process, and you may be instructed to deposit the check using other methods. You agree that we shall not be liable for any damages resulting from items with poor image quality, including those related to rejection of, or the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check or item.

10. Errors. You must notify us of any errors, or suspected errors, related to the items deposited through the Service as soon as possible after they occur, and in no event later than 60 days after the related account statement is sent. You can contact us by calling 800-252-3137 or by visiting a branch. Unless you notify us within 60 days, the account statement containing the deposits made through the Services is deemed correct, and you cannot bring a claim against us for any alleged errors.

11. Deposit Limits. The Bank reserves the right to establish and assign to you deposit limits, including limits on the number of checks and/or the total amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice. Items transmitted that exceed your limits may result in a rejection of the deposit. Currently, our deposit limits are \$5,000.00 per item and \$5,000.00 per day.

12. Destruction of Original Check. Upon confirming that you received full credit for the check deposited, you must destroy the check by shredding or other means, or clearly mark "VOID" or "Electronically Deposited" on the front and back of the check. This prevents the check from being presented for deposit another time. You agree never to re-present to us or any other party a check or item that has been deposited through the Service. You will be liable for checks that are presented and/or deposited more than once.

13. Indemnity. You warrant to Peoples State Bank that:

- a. You will only transmit eligible checks and items that you are entitled to, and ensure that all checks and items include all required signatures.
- b. Images will meet Peoples State Bank image quality standards.
- c. 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.
- d. You will not deposit or re-present the original check for deposit.
- e. All information you provide to us is accurate and true, and that all transmitted images accurately reflect the front and back of the check.

f. You will comply with this Agreement and all applicable rules, laws and regulations.

g. You will use the Services only for your own deposits.

You agree to indemnify and hold harmless Peoples State Bank from any loss for breach of this warranty provision or the terms of this Agreement.

14. Limitations. When using Mobile Deposit, you may experience technical or other difficulties that are outside the control of Peoples State Bank. We are not responsible for damages that you may incur as a result of these difficulties or unavailability of the Service.

15. Changes to the Service. We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors.

16. Termination. We may turn off the service to you if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts or returned items or for other reasons at our sole discretion.