



ANB BANK MOBILE DEPOSIT SERVICE AGREEMENT

Please read this ANB Bank Mobile Deposit Service Agreement. We recommend that you print and retain a paper copy of the most current version of this Mobile Deposit Service Agreement for your records.

This Agreement governs your use of ANB Bank's Mobile Deposit Service. All other agreements regarding your accounts, including the Terms and Conditions and disclosures, remain in full force and effect and are part of this Agreement. In case of any conflict among this Agreement and any other agreement regarding your accounts, the other agreement shall govern, unless the conflict is among provisions that limit our exposure for unauthorized transactions, in which case the provision that most limits our exposure in accordance with applicable law shall govern. As used below, "you" and derivative words refer to ANB Bank's account holder, and "we" and derivative words refer to ANB Bank. Any statement that you will, must or shall do something (or similar words) means that you are obligated to do so under this Agreement.

1. **Mobile Deposit Service:** ANB Bank's Mobile Deposit Services are designed to allow you to make deposits to your checking, money market, or savings account remotely. This is done by using ANB Bank's Mobile Application and your smart phone or other mobile device to create electronic images of the front and back of checks and certain other paper items and transmitting the images and related information to ANB Bank. There is currently no charge for the Mobile Deposit Service.
2. **Eligible Items:** You agree to use the Mobile Deposit Service only to deposit "checks" as defined in Federal Reserve Regulation CC. You agree that the image of the check transmitted to ANB Bank shall be deemed an "item" under Article 4 of the Colorado Uniform Commercial Code, and that Colorado law shall govern your use and our provision of the Mobile Deposit Services. You agree not to use the Mobile Deposit Service to scan or deposit any of the following:
 - a) Checks or items payable to any person or entity other than you, including a check made payable to you and one or more persons or entities not named as an account holder on the deposit account into which you are attempting to deposit the check or item.
 - b) Checks or items containing any alteration to any of the fields on the front of the check or item, or that 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.
 - c) Checks or items that are not indorsed on the back of the check as specified in this Agreement or in the ANB Bank Mobile Application.
 - d) Checks or items previously converted to a substitute check, as defined in Regulation CC.
 - e) Checks or items drawn on a financial institution located outside the United States.
 - f) Checks or items that are remotely created checks, as defined in Regulation CC.
 - g) Checks or items not payable in United States currency.
 - h) Checks or items dated more than 6 months prior to the date of deposit.
 - i) Checks or items that have previously been deposited through the ANB Bank Mobile Deposit Service, or through a remote/mobile deposit capture service offered at any other financial institution, or otherwise presented for payment in any manner.

- j) Checks or items prohibited by ANB Bank's current procedures relating to the Mobile Deposit Service or that are otherwise not acceptable under the terms of your ANB Bank account.
3. **Your Representations and Warranties:** When depositing an item using the Mobile Deposit Service, you will be deemed to make all of the representations and warranties and incur all other responsibilities and obligations that apply to one presenting a check for payment under the Colorado Uniform Commercial Code (including, without limitation, that all required indorsements have been obtained and that such check is properly payable to and indorsed by you). In addition, you warrant and represent and covenant that:
 - a) each image submitted to us accurately represents all of the information on the front and the back of the original item, and that all such information is legible on the image;
 - b) with respect to each image submitted to us, no person will receive presentment of original item, a substitute item based on the original item, or a paper or electronic representation of the original item or a substitute item, such that a person will be asked to make a payment based on an item that has already been deposited;
 - c) all information you provide to us in using the Remote Deposit Service shall be accurate and complete; and
 - d) you will comply with all applicable laws, rules, and regulations.
 4. **Image Quality:** The image of an item transmitted to ANB Bank using the Mobile Deposit Service must be legible and the image quality must comply with any requirements of the American National Standards Institute, the Board of Governors of the Federal Reserve Board, and/or any other applicable regulatory agency, clearing house or association.
 5. **Indorsements:** You must restrictively indorse any item transmitted through the Mobile Deposit Service by writing "**For Remote Deposit Only, ANB BANK account [insert your account number]**" at the top of the back of the item, above your signature, or as we may otherwise instruct. You must follow any other procedures and instructions that we establish. ANB Bank shall not, however, incur any liability or waive any right to require strict compliance on other occasions in allowing the deposit of items not so indorsed if the indorsement is adequate under applicable law or in allowing deposits that do not satisfy our procedures or instructions.
 6. **Receipt of Items:** We may reject any item you transmit through the Mobile Deposit Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from ANB Bank that we have received it. Our confirmation of receipt does not mean that the transmission was error free or complete.
 7. **Fees:** We may assess fees as set forth in the Fee Schedule, such as fees for returned items or fees for items dishonored on presentation to the financial institution on which drawn.
 8. **Availability of Funds:** Unless applicable law requires otherwise, we may hold the funds from an item deposited with the Mobile Deposit Service for up to seven business days after you deposit



the item, or longer if allowed by law or regulation. We may sometimes make funds available sooner based on factors such as creditworthiness, how long and to what extent you have had a relationship with ANB Bank, your transaction history with us and any other factors that ANB Bank, in its sole discretion, deems relevant. If the funds from your deposit will be available later than the time shown above, ANB Bank will mail or otherwise deliver the notice as soon as practicable, but no later than the first business day following the day the facts become known to ANB Bank or the deposit is made, whichever is later. In any event, any credit to your account from an item you deposit is provisional until collection is completed, and we can reverse any credit for an item that is lost, stolen or returned.

9. **Retention and Disposal of Transmitted Items:** When you receive confirmation that your item has posted to the account (the deposit is no longer under a pending or hold status), you must prominently mark the item as “Electronically Presented” or “VOID.” You will keep the item in a secure location for ten days, and then properly dispose of the item to ensure that it is not presented again for payment. You will never again present the item. Prior to disposal, you will promptly provide to us any retained item or a sufficient copy of the front and back of the item, as we may request in connection with the clearing and collection process, to resolve claims by third parties or for our audit or other purposes.
10. **Deposit Limits:** We may limit the amount and/or number of deposits you may make using the Mobile Deposit Service.
11. **Hardware and Software Requirements:** To use the Mobile Deposit Service, you must have compatible hardware and software as we specify from time to time. We are not responsible for any third party software you may need to use in connection with the Mobile Deposit Service. Any such software is accepted by you “as is” and is subject to the terms and conditions of the software license agreement you enter into directly with the third party software provider prior to your use of the Services. You agree to keep the hardware you use to access the Mobile Deposit Service (such as your cell phone) secure, and you agree not to share any passwords you use to access such hardware or your ANB Bank account with any other person.
12. **Errors:** You will notify ANB Bank immediately and in any event within 30 days after receiving the relevant bank statement, of any error you suspect regarding items deposited through the Mobile Deposit Service. If you don’t notify us within that 30-day period, you will be prohibited from bringing a claim against ANB Bank for any such alleged error.
13. **Presentment:** The order or other manner in which items are cleared, presented for payment, and collected shall be in ANB Bank’s sole discretion subject to the other agreements and disclosures governing your account.
14. **Ownership and Use:** We retain all ownership and proprietary rights in the Mobile Deposit Service, associated content, technology, and website(s). Without limiting any other part of this Agreement, you shall not use the Mobile Deposit Service:
 - i. in any anti-competitive manner;

- ii. for any purpose that could be contrary to our business interest; or
- iii. to our actual or potential economic disadvantage. You shall not copy, reproduce, distribute or create derivative works from the content, or reverse engineer or reverse compile any of the technology used to provide the Mobile Deposit Service.

15. **Disclaimer of Warranties.** YOUR USE OF THE MOBILE DEPOSIT SERVICE IS AT YOUR RISK AND ALL INFORMATION AND CONTENT PROVIDED THROUGH THE MOBILE DEPOSIT SERVICE (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE DEPOSIT SERVICE, WHETHER EXPRESS IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NONINFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, ANY OF OUR AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY. WE MAKE NO WARRANTY THAT

- iv. THE MOBILE DEPOSIT SERVICE WILL MEET YOUR REQUIREMENTS;
- v. THE MOBILE DEPOSIT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
- vi. THE RESULTS THAT MAY BE OBTAINED FROM THE MOBILE DEPOSIT SERVICE WILL BE ACCURATE OR RELIABLE; OR
- vii. ANY ERRORS IN THE MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.

16. **Liability and Indemnification.** EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL WE, OUR SUBSIDIARIES, OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES (COLLECTIVELY, “ANB PARTIES”) BE LIABLE FOR ANY DAMAGES INCURRED BY YOU OR ANY THIRTD PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE MOBILE DEPOSIT SERVICES, IN EXCESS OF THE FEES THAT YOU HAVE PAID FOR YOUR ACCOUNT DURING THE 12 MONTHS PRECEDING ANY CLAIM YOU MIGHT FILE. UNDER NO CIRCUMSTANCES WILL ANY ANB BANK PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, DIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION, LOST REVENUES, OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE MOBILE DEPOSIT SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, YOU RELEASE EACH ANB PARTY AND HOLD EACH ANB PARTY HARMLESS FROM, AND SHALL INDEMNIFY EACH ANB PARTY AGAINST, ANY LOSS, CLAIM (WHETHER BROUGHT BY YOU OR ANY THIRD PARTY), DAMAGE, LIABILITY, FEE, COST OR EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES, COURT COSTS, COSTS OF INVESTIGATION AND DISBURSEMENTS (COLLECTIVELY, “LOSS”), THAT ANY ANB PARTY MAY INCUR IN CONNECTION WITH OUR PROVISION OF THE MOBILE DEPOSIT SERVICES TO YOU UNDER THIS AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN YOU AND US, ANY MISREPRESENTATION BY YOU UNDER OR IN CONNECTION WITH THIS AGREEMENT,



ANY FAILURE BY YOU TO COMPLY WITH ANY INSTRUCTIONS OR RECOMMENDATIONS PROVIDED BY US, ANY OTHER ACTION TAKEN BY US IN CONNECTION WITH OR IN ENFORCING ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT OR THE MOBILE DEPOSIT SERVICES, WHETHER INVOLVING, ASSERTED BY OR ASSERTED AGAINST YOU OR A THIRD PARTY, EXCEPT TO THE EXTENT CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

WITHOUT LIMITING THE FOREGOING, IN ANY LITIGATION RELATED TO THIS AGREEMENT, BETWEEN YOU AND US OR BETWEEN A THIRD PARTY AND US, IF YOU OR THE THIRD PARTY ARE NOT THE PREVAILING PARTY, YOU SHALL PAY ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY US. WITHOUT LIMITING THE FOREGOING, IF ANY OF YOUR SYSTEMS, DEVICES, APPLICATIONS OR DATABASES, INCLUDING, BUT NOT LIMITED TO AN EMAIL ACCOUNT OR TELEPHONE, ARE COMPROMISED AND THAT COMPROMISE IN ANY WAY FACILITATES THE PERPETRATION OF ANY FRAUD INVOLVING YOUR ANB BANK ACCOUNT OR THE MOBILE DEPOSIT SERVICES, YOU SHALL BEAR ALL LOSS RELATED IN ANY WAY TO SUCH FRAUD.

17. **Class Action Waiver.** YOU AND WE AGREE THAT ALL CLAIMS YOU MAY MAKE AGAINST US RELATING TO THIS AGREEMENT WILL BE ON AN INDIVIDUAL BASIS. YOU WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST ANY ANB PARTIES AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE AGAINST PUBLIC POLICY. TO THE EXTENT YOU OR ANY OTHER PERSON ARE NEVERTHELESS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST US, YOU AND WE AGREE THAT: (A) YOU SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (B) IF YOU ARE A MEMBER OF THE CLASS, YOU WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

18. **Required Venue.** YOU AGREE NOT TO BRING ANY LAWSUIT (WHETHER BASED ON TORT, CONTRACT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS AGREEMENT IN ANY COURT OTHER THAN THOSE STATE AND FEDERAL COURTS LOCATED IN THE CITY AND COUNTY OF DENVER, COLORADO UNLESS ANY LAW, RULE OR REGULATION PROHIBITS SUCH REQUIREMENT, IN WHICH CASE YOU AGREE TO BRING ANY SUCH LAWSUIT IN (I) DENVER, COLORADO IF YOUR ACCOUNT IS MAINTAINED IN ONE OF OUR COLORADO BRANCHES, (II) CHEYENNE, WYOMING, IF YOUR ACCOUNT IS MAINTAINED IN ONE OF OUR WYOMING BRANCHES, AND (III) KANSAS CITY, KANSAS, IF YOUR ACCOUNT IS MAINTAINED IN ONE OF OUR KANSAS BRANCHES. IF YOU VIOLATE THE PRECEDING SENTENCE, THEN WITHOUT LIMITING ANY OTHER RIGHTS OR REMEDIES WE MAY HAVE, YOU CONSENT TO THE DISMISSAL OF SUCH LAWSUIT OR, AT OUR ELECTION, THE REMOVAL OR TRANSFER OF SUCH LAWSUIT TO A COURT LOCATED IN A CITY OR TOWN DETERMINED IN ACCORDANCE WITH THE PRECEDING SENTENCE, IN WHICH CASE YOU SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY SUCH COURT. YOU AGREE THAT ALL CLAIMS IN SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND YOU WAIVE ANY OBJECTION YOU MAY NOW OR HEREAFTER HAVE AS



TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING OR ANY CLAIM THAT SUCH COURT IS AN INCONVENIENT FORUM.

WE MAY BRING A LAWSUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT IN ANY JURISDICTION WE DEEM APPROPRIATE. IF WE BRING SUCH A LAWSUIT IN A COURT LOCATED IN DENVER, COLORADO, YOU CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURT. YOU AGREE THAT ALL CLAIMS IN SUCH AN ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND WAIVE ANY OBJECTION YOU MAY NOW OR HEREAFTER HAVE AS TO THE PERSONAL JURISDICTION OF SUCH COURT OVER YOU OR THE VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING, AS WELL AS ANY CLAIM THAT SUCH A COURT IS AN INCONVENIENT FORUM.

19. **No Arbitration.** IF ANY DISPUTE RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT IS SUBJECT TO ANOTHER AGREEMENT WITH US THAT COULD REQUIRE SUCH DISPUTE TO BE ARBITRATED, THE ARBITRATION REQUIREMENT OF THE OTHER AGREEMENT WILL NOT APPLY. INSTEAD, THE DISPUTE MUST BE RESOLVED IN ACCORDANCE WITH THIS AGREEMENT.
20. **Enforceability.** IF ANY PROVISION IN THIS AGREEMENT THAT LIMITS OUR LIABILITY, REQUIRES YOU TO REIMBURSE OR INDEMNIFY US OR RESTRICTS YOUR RIGHTS IS UNENFORCEABLE, THEN IT SHALL BE REINTERPRETED TO RENDER THE PROVISION ENFORCEABLE, BY THE MINIMUM CHANGE NECESSARY, SUCH THAT THE REINTERPRETED PROVISION SHALL LIMIT OUR LIABILITY, REQUIRE YOU TO INDEMNIFY OR REIMBURSE US, OR RESTRICT YOUR RIGHTS TO THE MAXIMUM EXTENT LEGALLY ALLOWED. A DETERMINATION THAT ANY PROVISION OF THIS AGREEMENT IS UNENFORCEABLE OR INVALID SHALL NOT RENDER ANY OTHER PROVISION UNENFORCEABLE OR INVALID.
21. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT LEGALLY ALLOWED, YOU WAIVE TRIAL BY JURY IN ANY PROCEEDING RELATED TO THIS AGREEMENT.
22. **Miscellaneous:** You may not assign this Agreement. This Agreement is entered into in Denver, Colorado, and shall be governed by the laws of the State of Colorado and of the United States of America. Your deposit account remains subject to any account agreement or terms and conditions.
23. **Amendment and Termination:** ANB Bank has the right to amend or terminate this Agreement at any time by notice mailed to you at the last address shown for the account on ANB's records or as otherwise permitted by law. We may also amend or terminate this Agreement by email or by posting a notice to you in our Online Banking system. You will be deemed to have accepted and agreed to any amendment if you use ANB Bank's Mobile Deposit Service after the notice has been mailed or posted, or the email has been sent, as applicable. ANB Bank also reserves the right to change or discontinue the Mobile Deposit Service at any time.
24. **Electronic Agreement:** You agree to be bound by this agreement and any other agreements entered into electronically (by pressing or clicking an "I Agree" button or taking similar actions).



You further agree that you will not contest the legally binding nature, validity or enforceability of any of these agreements, legends or disclosures based on the fact that the terms were accepted electronically. Any such agreements entered into electronically will be deemed to be “in writing” and to have been “signed” by you with the same effect as a manual signature (and any electronic record of such agreements entered into online will be deemed to be “in writing”).