

ITASCA BANK & TRUST CO. MOBILE DEPOSIT USER ADDENDUM

Thank you for using the Itasca Bank & Trust Co. Mobile Deposit service. This Mobile Deposit User Addendum contains the terms and conditions for the use of Itasca Bank & Trust Co. Mobile Deposit Service we are providing to you. Other agreements you have entered into with Itasca Bank & Trust Co., as applicable to your account(s), are still in effect in addition to this Addendum.

You acknowledge that you have read this Addendum and will retain a copy for your records.

In this Addendum, the words "you" and "your" refer to you as the person or business entity entering into this Addendum. The words "you" and "your" also include any user you authorize to use the Itasca Bank Mobile Deposit Service on your behalf. The words "we," "us," and "our" refer to Itasca Bank & Trust Co.

Service. Itasca Bank & Trust Co. Mobile Deposit Service is designed to allow you to make deposits to your checking, savings, or money market account(s) from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to the Bank.

Acceptance of these Terms. Your use of the Service constitutes your acceptance of this Addendum. This Addendum is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website. Your continued use of the Service will indicate your consent to be bound by the revised Addendum. Further, Itasca Bank & Trust Co. reserves the right, in 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.

Limitations of Service. When using the Service, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Service may have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

Hardware and Software. In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Itasca Bank & Trust Co. Contact Itasca Bank & Trust Co. with any questions as to current specifications. Itasca Bank & Trust Co. is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

Fees. If an item is deposited twice, you will be charged a fee of \$4.50 for the return of the second presented deposit. Any increase in fees for the Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law.

Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Itasca Bank & Trust Co. is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. The Bank does not allow depositing checks that are issued by and drawn on your accounts at Itasca Bank & Trust Co. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Items that are not made payable to and indorsed by you.
- Checks containing an alteration on the front of the check or item, 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 is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks dated more than six months prior to the date of deposit.
- Checks or items prohibited by the Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement on the back other than that specified in this Addendum.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at Itasca Bank & Trust Co. or any other financial institution.

Endorsements and Procedures. For your protection, you should restrictively endorse any item transmitted through the Service with your signature (or endorsement stamp) and write "For Mobile Deposit Only, Itasca Bank". This may restrict your ability to deposit the item by any other means should the Mobile Deposit not be processed; however, this will reduce the likelihood of a duplicate deposit of the same item from occurring.

Receipt and Review of Items. Items we receive may be reviewed for image quality, duplicate presentment, endorsement and any other factors that may prevent forward collection of the item. We reserve the right to reject any item transmitted through the 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 Itasca Bank & Trust Co. that we have received the image. 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.

Availability of Funds. You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received by the Bank before 4:00 p.m. Central Standard Time (CST) on a business day that we are open, we will 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 deposited using the Service will generally be made available on the first business day after the day of deposit. The term "Business Day" means Monday through Friday (up to daily cut-off time) and does not include federally declared legal holidays.

Disposal of Transmitted Items. Upon your receipt of a confirmation from Itasca Bank & Trust Co. that we have received an image that you have transmitted, you agree never to re-present the item. You agree you will retain the original Paper Items for 30 calendar days, from the transmission date ("Retention Period"). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and

irretrievably destroy original Paper Items from which you have previously created and submitted to us an Electronic Item.

Deposit Limits. We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times. The current limits on consumer and business deposits are as follows:

Per item dollar limit: \$3,000

Per month dollar limit: \$10,000

Number of deposits per month: maximum of 10

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Itasca Bank & Trust Co. sole discretion subject to the agreements governing your account.

Errors. You agree to notify Itasca Bank & Trust Co. of any suspected errors regarding items deposited through the Service immediately, and in no event later than 30 days after the applicable Itasca Bank & Trust Co. account statement is sent. Unless you notify Itasca Bank & Trust Co. within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Itasca Bank & Trust Co. for such alleged error.

Errors in Transmission. By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Itasca Bank & Trust Co. bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Image Quality. The image of an item transmitted to Itasca Bank & Trust Co. using the Service must be legible, as determined in the sole discretion of Itasca Bank & Trust Co. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Itasca Bank & Trust Co., the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. The item must not be altered. The image must capture all pertinent information from both sides of the item.

User Warranties and Indemnification. You warrant to Itasca Bank & Trust Co. that:

- You will only transmit eligible items.
- You will not re-deposit or re-present the original item.
- All information you provide to Itasca Bank & Trust Co. is accurate and true.
- You will comply with this Addendum and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Itasca Bank & Trust Co. from any loss for breach of this warranty provision.

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

Termination. We may terminate this Addendum at any time, for any reason, and without notice. Without limiting the foregoing, this Addendum may be terminated if you breach any term of this Addendum, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your account agreement or any other agreement with us. You may cancel this service by contacting Itasca Bank & Trust Co. at 630-773-0350 and allowing us a reasonable opportunity to act upon your request.

Enforceability. We may waive enforcement of any provision of this Addendum. No waiver of a breach of this Addendum shall constitute a waiver of any prior or subsequent breach of the Addendum. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Addendum. In the event that any provision of this Addendum shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Addendum shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Ownership & License. You agree that Itasca Bank & Trust Co. retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Without limiting the effect of the foregoing, any breach of this Addendum immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Itasca Bank & Trust Co.'s business interest, or (iii) to Itasca Bank & Trust Co. actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ITASCA BANK & TRUST CO. HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

(May 2018)