

Thank you for using the Mobile Money Services (“Services”) and any related Software (“Software”) provided by [American State Bank & Trust Company] combined with your handheld's text messaging capabilities. By participating in the Services 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 electronic banking and billpay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. **Standard messaging charges apply.**

Terms and Conditions:

a. Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

b. Questions: You can contact us at Support@ASBT.Bank or 1-800-805-4649, or send a text message with the word "HELP" to this number: 31727. We can answer any questions you have about the program.

c. To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 31727. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

d. The Services and/or Software may not be available at anytime for any reason outside of the reasonable control of Financial Institution or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively “User Information”). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or

entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

Use of Google Maps. You agree to abide by (1) the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and (2) the Google Legal Notices found at http://www.google.com/intl/en-us/help/legalnotices_maps.html, or other URLs as may be updated by Google.

These terms and conditions are in addition to other account agreements, disclosures, and documents you have received from us pertaining to your account, including, but not limited to, the Deposit Account Agreement and Disclosure, and, if you are a natural person who holds the account for personal, family or household purposes, the Electronic Funds Transfer (Regulation E) Disclosures.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking service or feature will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added or at the time of enrollment for the feature or service. We reserve the right to amend these terms and modify or cancel the Service without notice, except as may be required by law.

We reserve the right to limit the types and number of accounts eligible for the Service. We reserve the right to refuse to execute any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the Service at any time.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which may impact your use of Mobile Banking (i.e. data usage or text messaging

charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Account Ownership/Accurate Information. You represent that you are the legal owner of the Account(s) and other financial information which may be accessed using 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 to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Mobile Device you will use to access Mobile Banking.

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 Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access. You agree not to provide your username, password or other access information to any unauthorized person. If you allow other person to use your Mobile 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.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Indemnification

Unless caused by our intentional misconduct or gross negligence, you shall indemnify, defend and hold harmless our technology partners, their affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from a) a third-party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; b) your violation of any law or rights of a third-party; or c) your use, or use by a third-party, of Mobile Banking, unless otherwise prohibited by law.

SNAP DEPOSIT AGREEMENT

PLEASE READ: BY CLICKING "I AGREE" OR USING OURSNAP DEPOSIT SERVICE, YOU ARE AGREEING TO THIS AGREEMENT ("AGREEMENT"). CLICKING "I AGREE" OR LOGGING IN CONSTITUTES YOUR LEGALLY BINDING SIGNATURE AND CONTINUOUS AGREEMENT TO THE AGREEMENT IN PLACE AT THE TIME OF YOUR LOG IN. WE ARE RELYING UPON YOUR AGREEMENT IN MAKING AVAILABLE THE SERVICES THAT

ARE ACCESSIBLE HERE. USING OUR SERVICES IS OPTIONAL. YOU SHOULD EXIT NOW IF YOU DISAGREE WITH ANY OF THE TERMS CONTAINED IN THIS AGREEMENT.

- By clicking "I agree" or logging in you are confirming that you can access and read all of this Agreement.
- You should contact us at support@asbt.bank to update information needed to contact you electronically.
- You should print this Agreement and retain a copy for your records. If you need a paper copy from us, please call us at 1-800-805-4649, 8:00 a.m. – 5:00 p.m. Monday-Friday.

This Snap Deposit Agreement ("Agreement") is a contract that governs your ability to use the Snap Deposit capture service (the "Service") provided to you by American State Bank and Trust Company (the "Bank"). As used in this Agreement, the terms "Bank," "we," "us," and "our" refer to the Bank. The terms "you" or "your" refer to the account holder(s) authorized by the Bank to use the Service, all persons authorized to sign on the account holder's deposit accounts, and anyone else who uses the Service with the permission of the account holder(s). By using the Service, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

1) SCOPE OF AGREEMENT

This Agreement governs your use of the Service. The Service allows you to use a compatible camera-enabled mobile phone or device ("Mobile Device") to scan original checks or other deposit items that meet our required standards ("Checks") and electronically transmit images of the Checks and associated deposit information to the Bank for deposit to your designated account(s). The Service converts your scanned Checks into digital images, which are then cleared and presented for payment as either substitute checks, in accordance with the Check Clearing for the 21st Century Act ("Check 21 Act") or electronically converted checks which are processed in accordance to the National Automated Clearing House Association rules ("NACHA"), or through other image exchange programs.

The terms and conditions in this Agreement are in addition to, and do not cancel, supersede or replace your application to use the Service, our notification of approval of your application, your Deposit Account Agreement, Mobile Banking Agreement and Disclosure, or any other agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans, services, or other business relationships with the Bank. Additionally, your use of the Service will be subject to all of the terms or instructions which may appear on-screen when you access the Service, or in user guides, and/or other information or documentation that the Bank may provide to you from time to time regarding the Service. Your use of the Service is also subject to, and you agree to comply with, the applicable rules and regulations of the National Automated Clearing House Association (NACHA), all other applicable clearing house rules, regulations, operating circulars and agreements, the Check 21 Act, Office of Foreign Assets Control sanction laws, the Bank Secrecy Act, the USA PATRIOT Act, the Uniform Commercial Code (UCC) as enacted in Kansas, and all other applicable state and federal laws and regulations, all as amended from time to time.

2) HARDWARE AND SOFTWARE REQUIREMENTS FOR THE SERVICE

In order to use the Service, you must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time.

Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. We are not responsible for any third party software that you may need to use the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation.

We are not responsible for providing, maintaining or servicing your Mobile Device or any other equipment for you, nor are we responsible for any costs you incur in using your Mobile Device or in accessing the Service. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements.

We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

3) CHECK REQUIREMENTS

- a) Image Quality. Both the front and back of each Check must be transmitted to the Bank as provided , through on-screen instructions. The Bank in its sole discretion may refuse to accept Checks that do not meet our image quality requirements. This includes, without limitation Checks where:
- i) the front and/or back image is too large or too small;
 - ii) the front and/or back image is too light or too dark;
 - iii) the front and back images have a dimension or other mismatch or discrepancy;
 - iv) the image has torn or folded edges, cut corners, or other damage;
 - v) the image does not comply with the standards for image quality established from time to time by the American National Standard Institute (ANSI), the Federal Reserve Board, any other regulatory agency, clearing house or association, or by us, or by applicable law.

- b) Information on the Check. Any image of a Check that you transmit through the Service must accurately and legibly provide all of the information (within the edges of the check) on the front and back of the Check at the time it was presented to you. You must endorse the original Check with the restrictive endorsement "For Mobile Capture Deposit Only American State Bank and your signature or legal mark before scanning it. You authorize the Bank to supply an endorsement on your behalf for deposit to your account if a Check is missing or has an improper endorsement.

You agree that the scanned image of each Check shall provide the following information: (1) identification of the drawer and the paying bank that is preprinted on the Check, including complete, full-field, and accurate MICR (magnetic ink character recognition) line, routing transit number, number of the account on which the Check is drawn, and drawer signature(s); (2) amount, payee, date, Check number; and (3) other information placed on the Check before imaging, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

- c) Your Representations and Warranties with Respect to Prohibited Checks. The Bank in its sole discretion may refuse to accept, and you represent and warrant that you shall not use the Service to deposit, any Checks that:

- i) are payable to any person other than you;
- ii) contain obvious alterations to any of the fields on the front of the Check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the account holder;
- iii) are substitute checks as defined by Check 21 or IRDs (image replacement documents) that purport to be substitute checks and which have been previously endorsed by a financial institution;
- iv) are drawn on a financial institution located outside the United States or are not payable in United States currency;
- v) are dated more than six (6) months prior to the date of deposit;
- vi) have a duplicate MICR code line;
- vii) are missing or have an invalid or incorrect routing number;
- viii) are photocopies or otherwise not original paper Checks when they are scanned;
- ix) are issued to multiple parties;
- x) are third party or second endorsed Checks;
- xi) have been previously returned to You as unpaid or dishonored by the payor financial institution;
- xii) do not qualify as "original checks" as defined in Regulation CC.

In the event that you breach any of these representations or warranties, you agree to defend, indemnify and hold the Bank and its agents harmless from and against all liability, damages, and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize us to charge your account(s) for the amount of any claim, suit or demand that constitutes a breach of warranty claim under the provisions of Check 21, Regulation CC, and/or the Uniform Commercial Code.

Additionally, you acknowledge that the Bank may refuse to accept for deposit a check or draft issued by you, or by any other person on any of your accounts or any account on which you are an authorized signer or joint account holder, or any account of any business entity of which you are a principal, officer or authorized signer.

4) REJECTION OF DEPOSITS BY THE BANK

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits.

The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned.

You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection.

5) CHECKS RETURNED UNPAID

You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. You agree to notify the Bank in the event you change or cancel your on-file email address.

In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned.

You understand and agree, since you will retain possession of the original check when using the Service, the original check will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account if the item is returned unpaid to the Bank. See Section 9 for retention requirements. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check.

You may not use the Service to deposit a substitute check and you may not deposit the original Check

through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

6) YOUR DUTY TO REPORT ERRORS

The Bank will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access the Bank's Online Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank through the Service does not constitute an acknowledgement by the Bank that the Check is error-free or that we will be liable for the Check.

You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Bank Account Agreement.

You may notify us by e-mailing us at support@asbt.bank or writing to the Bank at: American State Bank & Trust Company, 1321 Main Street, P. O. Box 1349, Great Bend, KS 67530, or telephoning us at 1-800-805-4649.

You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

7) AVAILABILITY OF THE SERVICE

The Service is generally available 7 days a week, 24 hours a day. At certain times the Service may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software, or circumstances beyond our control. If you are not able to use the Service to make deposits you may physically mail or deliver your deposits to the Bank through our branches. Deposit of original Checks at a branch of the Bank shall be governed by the terms and conditions contained in your Bank Account Agreement and related disclosures and not by the terms of this Agreement. The Bank is not responsible for providing an alternate method of remote deposit if the Service is not available.

8) FUNDS AVAILABILITY

"Funds Availability" refers to your ability to use the funds that you deposit into your account through the Service. This funds availability policy only applies to deposits made using the Service. Deposits made at a branch location remain subject to the funds availability policy outlined in your deposit account agreement and related disclosures.

The funds for the Checks that you deposit through the Service may not be immediately available to you. In order to determine the availability of your funds, you will need to determine the date and time that the Checks and all required data and information are received by the Bank. You understand and agree that we shall not be deemed to have received a Check deposit through the Service until the deposit has posted to your account. .

The deposit cut-off time for the Service is 4:00 PM Central Time (CT). The Bank reserves the right to change the cut-off time in its sole discretion. Such change shall be effective immediately and may be implemented before you receive notice of the change. You may contact us at any time to verify our current cut-off time. If you complete the scanning and transmission process and receive your deposit receipt, Checks that you deposit before the cut-off time on our business days will be considered as received that same business day. Checks that are received by us through the Service after the cut-off time on a business day, or on any day that is not a business day, will be considered as received by us on the next business day. For purposes of determining when a deposit is received, the Bank's records shall be determinative.

Funds from Checks you deposit using the Service will generally be available between 1 -3 Business Days after the day the Bank received it. The Bank may delay availability of funds based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant. In general, funds delayed for the above reasons will be available no later than the seventh Business Day (Monday thru Friday, excluding federal holidays) after the day of your deposit. You agree that it is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet our funds availability schedule.

We are not liable for transactions you initiate before the funds are available for your use. Until the funds are made available, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. Even after the item has "cleared," we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

9) STORAGE, SECURITY AND DESTRUCTION OF ORIGINAL CHECKS

You agree that once a Check has been deposited through the Service, the original Check is your property and not the property of the Bank. You shall securely store the original Check until the deposit has posted to your account. While the original Check is in your possession, you agree to use a high degree of care to safeguard the original Check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original Check or unauthorized use of the information on the Check or in the file. You shall take appropriate security measures to ensure that: a) only authorized persons shall have access to the original Check; b) the information contained on the Check shall not be disclosed to unauthorized persons; and c) the original Check will not be duplicated, will not be scanned more than one time, and will not be presented, deposited or negotiated again in any way. Upon request

by the Bank you will promptly provide to the Bank a retained original Check, or a sufficient copy of the front and back of the Check in form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes.

After the check has posted to your account, you shall destroy the original Check by shredding it or by any other permanent deletion manner that does not allow the original Check to be accessed by an unauthorized person(s) and in a manner that the original Check is no longer readable or capable of being reconstructed. After destruction of an original Check, the image will be the sole evidence of the original Check.

You agree to be responsible to us for any losses, costs, expenses, and damages we may incur as a result of your failure to comply with the provisions of this Section.

10) PROHIBITION AGAINST PRESENTING CHECKS MORE THAN ONCE

Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check.

You agree that we may debit from your Bank account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

11) DEPOSIT LIMITS

The Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. Our current daily deposit limit is generally between \$1,000 and \$5,000 per day. Your limit will be disclosed to you at the time you are approved for the service.

12) COMPLIANCE WITH LAW; PROHIBITED ACTIVITIES

You agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations.

You are prohibited from engaging in, and you represent and warrant to the Bank, that you do not and

shall not engage in, any business or activity that: a) would result in your being or becoming a money service business that regularly cashes third party checks, sells money orders, or handles wire transfers or other financial services for third parties; b) would result in your accepting restricted transactions in connection with another person in unlawful Internet gambling; c) would result in the Bank being used as a conduit for money laundering or other illicit purposes; or d) would directly or indirectly result in any activity or use of the Service that may be illegal or fraudulent.

13) YOUR FINANCIAL INFORMATION

The Bank may request financial and other information from you from time to time in order to evaluate the risks of providing the Service to you. You agree to promptly provide any such financial and other information we request. You authorize the Bank to review your financial information, including consumer reporting agency reports, before we authorize you to use the Service and for as long as you use the Service. If you do not provide any requested financial or other information, or if we determine that the credit, security or other risks of continuing to provide the Service to you are not acceptable, we may immediately terminate your access to the Service without prior notice.

14) BANK'S DUTIES AND RESPONSIBILITIES

Our duties and responsibilities are limited to those described in this Agreement, your Bank Account Agreement, and any other agreements governing your account(s). We shall exercise reasonable due care in performing our responsibilities under this Agreement. We agree to transmit all the financial data under our control that is required for you to use the Service and to act on appropriate instructions that we receive from you in connection with the Service. We shall exercise reasonable due care in seeking to preserve the confidentiality of your user ID, password, and/or other code or identifier and to prevent the use of the Service by unauthorized persons. We shall not otherwise be liable or responsible for any loss you incur or damage you suffer as a result of any unauthorized person accessing or using the Service.

You agree that implementation by us of our standard procedures for maintaining the confidentiality of customer information, and where practicable, our obtaining similar undertakings from any third parties who are engaged in installing, maintaining, or operating the Service, shall constitute fulfillment of our obligation to exercise reasonable due care. You assume full responsibility for the consequences of any misuse or unauthorized use or access to the Service or disclosure of any of your confidential information or instructions by your employees, agents, or other third parties.

We shall not be responsible for suspension of performance of all or any of our duties or responsibilities under this Agreement if at any time, or from time to time, such performance is prevented or hindered by, or is in conflict with, any federal or state law, regulation or rule, or court order. We shall not be responsible or liable for any loss you incur or damage you suffer in the event of any failure or interruption of the Service or any part of the Service, resulting from the act or omission of any third party, or from any other cause or circumstance not reasonably within our control.

15) SERVICE FEES

Currently we do not impose any fees for the Service. We reserve the right to impose fees for the Service in the future and we will notify you of any such fees, in the manner and to the extent required by this Agreement and by law. Your use of the Service after the effective date of any fee changes shall constitute your agreement to such fee changes. You also understand and agree that you are responsible for any wireless service provider charges and any and all other fees and charges that you may incur by accessing and using the Service. If we do impose fees for the Service in the future, you may avoid these fees by notifying us of your intent to discontinue the use of the Service (if monthly fee; no notice required for per Check fee) and deposit checks at a branch office.

16) YOUR REPRESENTATIONS AND WARRANTIES

In addition to your representations and warranties contained in other provisions of this Agreement, you represent and warrant that:

- a) Each Check you deposit through the Service will be an item as defined in the Kansas UCC Article 4, and that item, once negotiated by You, carries your transfer and presentment warranties as described in said UCC;
- b) Each image of a Check you transmit to us is a true and accurate rendition of the front and back of the original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- c) You are authorized to enforce each Check you transmit for deposit or are authorized to obtain payment for each Check on behalf of a person entitled to enforce such transmitted Check.
- d) You are solely responsible for any and all financial risk that may be associated with your use of the Service, including without limitation the risk that a Check will be returned for insufficient funds.
- e) You are solely responsible for the instructions you provide to the Bank and for failing to properly access or use the Service, including without limitation input errors.
- f) You will not deposit or otherwise endorse to a third party the original Check, and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original Check or a paper or electronic representation of the original Check such that the person will be asked to make payment based on an item that has already been paid.
- g) You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

If you breach any of these representations and warranties, you agree to indemnify, defend and hold the Bank, its shareholders, parents, subsidiaries, affiliates, officers, directors, employees, agents, and its and their successors, heirs and assigns harmless from and against any and all liability, damages, or losses arising from any claims, suits or demands from third parties with respect to such breach. You further authorize the Bank to debit your account for the amount of any such claim, suit or demand that results from a breach of warranty claim under the provisions of Check 21, Regulation CC, and/or the Uniform Commercial Code. You will maintain funds in your account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding Checks and your obligations for returns

of Checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account(s), we may charge such excess against any of your other accounts at the Bank and you will pay us any amount remaining unpaid immediately upon our demand.

17) YOUR AUTHENTICATION METHOD

You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential.

You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method.

By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

18) MOBILE DEPOSIT SECURITY; DATA SECURITY

You understand that Check images captured using your Mobile Device are stored on the Mobile Device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your Mobile Device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

It is your responsibility to notify us immediately by telephone at 1-800-805-4649 if you learn of any loss or theft of original Checks. We may also require written confirmation. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. You agree to protect the confidentiality of your account and account number, your data, and your personal identification information. Notwithstanding our efforts to ensure that the Service 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 cannot and do not warrant that all data transfers utilizing the Service or e-mail transmitted to and from us, will not be monitored or read by others.

19) PROPRIETARY RIGHTS

You acknowledge and agree that the Bank and its service providers retain all ownership and proprietary rights in and to the Service, associated content, technology and website(s). You are permitted to use the Service only as expressly authorized by this Agreement. In addition, you agree that you will not: a) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service; b) copy or reproduce all or any part of the technology or Service; or c) interfere, or attempt to interfere, with the technology or the Service.

20) DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTY SERVICE PROVIDERS) 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 ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL OF THE FOREGOING RISKS.

YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE.

21) LIMITATION OF LIABILITY

The Bank shall not be liable to you for any damages or losses that you may suffer or incur in connection with the Service, including, without limitation, any failure to provide, or delay in providing, access to the Service, except: a) as specifically stated in this Agreement; or b) to the extent such damages or losses are solely and proximately caused by our gross negligence or willful misconduct.

Without limiting the foregoing, we shall not be liable to you for any of the following: a) any damages, losses, costs or other consequences caused by our actions that are based on information or instructions

you provide; b) any unauthorized actions initiated or caused by you or your employees, agents or representatives; c) any refusal of a payor financial institution to pay a Check for any reason (other than that caused by our gross negligence or willful misconduct), including without limitation, that the Check was unauthorized, counterfeit, altered, or had a forged signature; d) your or any other parties' inability to transmit or receive data; e) if you do not comply with your representations or warranties in this Agreement. Our liability for errors or omissions with respect to the data transmitted or printed by us in connection with this Agreement will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing the Checks to the payor financial institution.

The limitations of liability and remedies in this Section are in addition to, and not in lieu of, other limitations or remedies contained elsewhere in this Agreement.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR ANY BANK ACCOUNT AGREEMENT OR ACCOUNT DISCLOSURES TO THE CONTRARY, YOU AGREE THAT IN NO EVENT WILL THE BANK OR ANY THIRD PARTY SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE OR ANY THIRD PARTY SERVICE PROVIDER HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE PROVIDED BY LAW.

YOU ACKNOWLEDGE THAT, IN PROVIDING THE SERVICE, THE BANK MAY UTILIZE AND RELY UPON CERTAIN THIRD PARTY SERVICE PROVIDERS TO PROVIDE SERVICES TO THE BANK. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR RIGHTS UNDER THIS AGREEMENT SHALL BE SOLELY AND EXCLUSIVELY AGAINST THE BANK, AND YOU SHALL HAVE NO RIGHT OR RECOURSE AGAINST ANY THIRD PARTY SERVICE PROVIDER HEREUNDER WHATSOEVER, AND YOU HEREBY WAIVE ANY AND ALL SUCH RIGHTS OR RECOURSE, DIRECTLY OR INDIRECTLY, AGAINST ANY THIRD PARTY SERVICE PROVIDER.

22) TERMINATION

- a) How to Cancel the Service. If you wish to cancel the Service, you must notify the Bank, and you must also discontinue using the Service at that time. You may notify us by e-mailing us at support@asbt.bank or writing to the Bank at: American State Bank & Trust Company, 1321 Main Street, P. O. Box 1349, Great Bend, KS 67530, or telephoning us at 1-800-805-4649.
- b) Closing your Bank Accounts. If you close all of your Bank accounts, you must notify the Bank to cancel the Service and you must terminate your use of the Service at that time.
- c) Bank Termination of Use or Access. We will not in any way be obligated to grant you use of or access to the Service if: (1) such use or access is not in accordance with any term or condition applicable to the Service; (2) such use or access is not permitted by any state or federal law or

regulation; (3) the Bank has reasonable cause to believe that such use or access may not be authorized by you or any third party whose authorization the Bank believes is necessary for such use or access; or (4) the Bank has reasonable cause to deny such use or access for your or our protection.

- d) Bank Termination of the Agreement. The Bank reserves the right in its sole discretion at any time to terminate this Agreement and therefore to limit or terminate your use of or access to the Service at any time, with or without cause and without prior notice. The Bank will not have liability to you for any losses or damages you may suffer or incur as a result of any such limitation or termination.

Any termination will not affect our obligations arising prior to termination, such as the obligation to process any Checks (including returned Checks) that were in the process of being transmitted or collected prior to the termination date. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed through the Service for you. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination.

In addition, you will keep your account(s) at the Bank open, and you will maintain funds in such account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding Checks and your obligations for returns of Checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts at the Bank and you will pay us any amount remaining unpaid immediately upon our demand. You will also continue to retain original Checks and forward Checks to the Bank on our request in accordance with the provisions of this Agreement.

23) YOUR INDEMNIFICATION OBLIGATION

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and other legal expenses arising from your use of the Service and/or breach of this Agreement, unless otherwise prohibited by law. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify all of our service providers, and hold all of our service providers, their parents, subsidiaries, affiliates, directors, officers, shareholders, employees and agents, harmless from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and other legal expenses, arising from such claims, to the extent any such claim is related to the Bank or your use of the Service, or our service providers applications, unless such claim directly results from an action or omission made by the Bank or said applications in bad faith, or otherwise is prohibited by law. You understand and agree that this paragraph shall survive the termination of this Agreement.

24) WAIVERS

The Bank will not be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of the Bank. No delay, extension of time, compromise, or other indulgence that may occur or be granted from time to time by the Bank under this Agreement will impair our rights or powers under this Agreement.

25) AMENDMENT

We reserve the right to modify the Service and this Agreement from time to time. We will generally send you advance notice of the change. If a change is favorable to you, however, we may make the change at any time without advance notice. In most cases, you will receive the notice through the Service; however, the Bank reserves the right to notify you by e-mail or by U.S. Postal Service mail, in its discretion. You may decline a change by notifying us prior to the change's effective date to discontinue the Service. If you do not accept and agree to the change, you will not be entitled to use the Service. However, if you do not terminate the Service and you use it on or after the effective date of the change(s), you will be deemed to have accepted and agreed to the change(s), and they and the Agreement, as amended, will become legally binding upon you.

26) NOTICES

All notices from the Bank to you shall be in writing and shall be made either via e-mail, U.S. Postal Service mail or messages delivered through the Service, at our discretion. Any written notice that we give to you will be effective when it is deposited in the U. S. mail or delivered to you to the e-mail address in our records or posted for you online through the Service. If your Account is a joint or multiple party account, notice from us to any one of you is notice to all of you.

Unless otherwise provided in this Agreement, any notice from you to the Bank must be in writing. Any written notice that you give us will be effective when it is actually received by us, provided we have reasonable opportunity to act on it. You may notify us by e-mailing us at support@asbt.bank or writing to the Bank at: American State Bank & Trust Company, 1321 Main Street, P. O. Box 1349, Great Bend, KS 67530, or telephoning us at 1-800-805-4649.

27) ASSIGNMENT

You may not assign any of your rights, duties and obligations under this Agreement. We may assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors, service providers, or other third parties.

28) GOVERNING LAW

This Agreement is governed by, and is subject to, the laws of the state of Kansas, without regard to its

choice or conflicts of laws provisions.

29) SEVERABILITY

If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired.

30) ENTIRE AGREEMENT

The terms of your Bank Account Agreement and all other agreements you have with the Bank pertaining to your account(s) are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements, the provisions of this Agreement shall control to the extent necessary. You agree that the most current version of this Agreement as it appears on our website, asbt.bank, including any amendments that we may make from time to time, constitutes the entire agreement between us. Any prior or contemporaneous agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to the Service which conflict with the provisions in this Agreement are superseded by this Agreement.

Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for American State Bank & Trust Company Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and American State Bank & Trust Company never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within American State Bank & Trust Company Mobile Banking. American State Bank & Trust Company reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within American State Bank & Trust Company Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for American State Bank & Trust Company Mobile Banking is only available on compatible iOS devices.

Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement

does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by American State Bank & Trust Company that you register within the Mobile Banking App.

2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact American State Bank & Trust Company to discontinue the alerts and controls.

3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

4. Card Controls may enable access to American State Bank & Trust Company and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

5. To the extent this Mobile Banking App allows you to access third party services, American State Bank & Trust Company, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO

EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

American State Bank & Trust Company Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in American State Bank & Trust Company Online Banking and/or Mobile Banking (the "**Service**") includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from us that contain transactional information about your American State Bank & Trust Company account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly

recommend that you do not do so because they provide important information related to your Service accounts.

- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **More menu** within American State Bank & Trust Company Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. American State Bank & Trust Company reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("**EndPoints**"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your American State Bank & Trust Company Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, **text "STOP"** to 31727 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in American State Bank & Trust Company Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 31727. In case of questions please contact customer service at 620-793-5900. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. American State Bank & Trust Company provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside American State Bank & Trust Company's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold American State Bank & Trust Company, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some

information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, American State Bank & Trust Company and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. American State Bank & Trust Company and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

<http://www.americanstatebankna.com/privacy.aspx>

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for American State Bank & Trust Company Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and American State Bank & Trust Company never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within American State Bank & Trust Company Mobile Banking. American State Bank & Trust Company reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within American State Bank & Trust Company Mobile Banking.

Android is a trademark of Google Inc.