

Mobile Banking Terms and Conditions: Grand Bank for Savings, fsb

Revised 9/8/16

Thank you for using **Grand Bank for Savings, fsb (Grand Bank)** Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply.** For help, text **"HELPS" to 48179.** To cancel, text **"STOPS" to 25215** at any time. In case of questions please contact customer service at 866-343-5976 or visit www.grandbankfsb.com.

Grand Bank's Privacy Policy is available upon request at any of our branches, or can be mailed to you upon request by calling 866-343-5976. You can also access our Policy online by clicking the Privacy Policy link on the Home Page of the Grand Bank website www.grandbankfsb.com.

Terms and Conditions:

Program: **Grand Bank** offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over 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 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 on-going. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time.

Questions: You can contact us 866-343-5976, or send a text message with the word **"HELP"** to this number: 48179. We can answer any questions you have about the program.

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: 25215. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here. Our participating carriers include (but are not limited to) AT&T, Sprint, T-Mobile®, U.S. Cellular®, Verizon Wireless, CSpire, MetroPCS. Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Grand Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Grand Bank 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 Mobile Banking or the Software (collectively "User Information"). Grand Bank 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 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. Grand Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the 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 Mobile Banking or the 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 Mobile Banking or the 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 Grand Bank (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 Grand Bank or any third-party service provider involved in the provision of Mobile Banking; (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 Grand Bank, any third-party service provider involved in providing Mobile Banking, 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: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

**I. Additional terms and conditions for use of the Mobile Banking Services (“Mobiliti”) offered through Grand Bank for Savings, fsb (“Grand Bank”):
ACCEPTANCE OF GRAND BANK FOR SAVINGS FSB MOBILE BANKING SERVICE**

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 previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Grand Bank in its discretion may modify these Terms and Conditions at any time.

A. **Accepting Terms and Conditions.** By clicking “I Agree” when you register for Mobile Banking Services (“Mobiliti™”) or by using the Mobile Banking Services, you agree to the terms and conditions for this service and those described the Terms and Conditions of Your Account, Internet Banking Terms and Conditions Agreement and any other agreements governing your account(s).

B. **Description of Services.** Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking is a personal financial information management service that allows you to:

- (i) access Grand Bank account information such as balances and recent transaction history;
- (ii) transfer funds between your accounts at Grand Bank;
- (iii) set up optional account alerts to be delivered either to your mobile phone using SMS text messaging (standard text rates apply), and/or via email;
- (iv) make payments to merchants and individuals who have previously consented to accept payments through our online bill pay service;
- (v) and make other banking transactions using compatible and supported mobile phones and/or

other compatible and supported wireless devices ("Wireless Device").

Not all Mobile Banking Services are available on all types of mobile devices. Call Grand Bank at 866-343-5976 if you have questions pertaining to our mobile banking service. We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

C. Use of Services. You must be enrolled into Online Banking and activate your mobile phone within the Online Banking system to utilize the Mobile Banking service. Information about Grand Bank Mobile Banking is available on our website at www.grandbankfsb.com. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with the Mobile Banking service.

The Mobile Banking service may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all mobile devices. Mobile Banking may not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software ("Software"). From time to time we may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

D. Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g. AT&T, Verizon, Sprint, T-Mobile, Alltel, CSpire, etc.), and that this document does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, **your mobile service carrier or provider may impose data usage or text message charges** for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly by calling us at 866-343-5976 or by coming into the bank at 204 Westover Drive, Hattiesburg MS 39402.

II. MOBILE BANKING SOFTWARE LICENSE AGREEMENT

A. License. Subject to any compliance with Grand Bank Mobile Banking Terms and Conditions, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you may be required to download and install the Software to that new or different Wireless Device.

B. License Restrictions/Revocation. This License shall be revoked immediately upon any of the

following conditions,

- (i) your termination of Mobile Banking;
- (ii) your deletion of the Software from your Wireless Device;
- (iii) your noncompliance with these terms and conditions;
- or (iv) written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of Software such as Fiserv) reserve all rights not granted to you in these terms and conditions.

C. Software. The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy or reproduce all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of the Software. The provisions of this Paragraph will survive termination of this Agreement.

III. YOUR OBLIGATIONS

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by SMS text message, e-mail, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking and other Online Banking services. You agree to use Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 866-343-5976, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the mobile Banking Services.

B. Location-Based Information. If you use any location-based feature for Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you may cease using location-based features of Mobile Banking.

C. Export Control. You acknowledge that the Software is subject to the United States (U.S.)

government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

D. **Proprietary Rights.** You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

E. **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

F. **No Commercial Use or Re-Sale.** You agree that the Mobile Banking Services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

G. **Indemnification.** You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of these terms and condition, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

IV. CHARGES FOR THE SERVICE

We do not charge for Mobile Banking. We will advise you of any fees or fee changes prior to implementing them. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking.

V. ADDITIONAL PROVISIONS

A. **Mobile Banking Services Limitations.**

1. Neither we, nor any of our service providers, including Fiserv, can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions.
2. Neither we, nor any of our service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use

of Mobile Banking.

3. Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless Device or mobile network that you utilize to access Mobile Banking.

4. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

5. Information about activity is synchronized between the Mobile Banking software and our Website. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through our website. Information available directly through our website may not be available via the Mobile Banking software, may be described using different terminology, or may be more current than the information available via the Mobile Banking software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

B. Changes or Cancellation. You may cancel your participation in Mobile Banking by calling us at 866-343-5976. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

C. Use of Data. We, and our service providers, will use information you provide for purposes of providing the Mobile Banking Services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking in a month).

D. Third Party Beneficiary. You agree that our service providers may rely upon your agreements and representations in these terms and conditions, and such service providers are third party beneficiaries to this document, with the power to enforce its provisions against you.

E. Limitations and Warranty Disclaimers. We and our service providers disclaim all warranties relating to the Mobile Banking Services or otherwise in connection with this document, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised or, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Addendum to Mobile Banking Terms and Conditions for Mobile Deposit

This Mobile Deposit Agreement ("Agreement") is an addendum to the Mobile Banking Terms and Conditions that governs your ability to use the Mobile Deposit consumer remote deposit capture service (the "Service") provided to you by Grand Bank for Savings fsb. As used in this Agreement, the terms "Bank," "we," "us," and "our" refer to Grand Bank for Savings fsb. 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.

Service Description. Mobile Deposit services (the “Services”) are designed to allow you to make deposits to your checking accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Bank or the Bank’s designated processor. Grand Bank reserves the right to convert the images and information that you submit into another format and to collect the item in that format. You agree that the image of the check transmitted to the Bank shall be considered an “item” within the meaning of Article 4 of the Uniform Commercial Code. You agree that the Bank shall determine in its sole discretion the manner in which Checks are cleared or presented for payment, including without limitation, by substitute check, Automated Clearing House (“ACH”), or image exchange. 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, the Terms and Conditions of Your Account 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 and/or other information or documentation that the Bank may provide to you from time to time regarding the Service.

Fees. There is no charge for Mobile Banking or Mobile Deposit service. We will advise you of any future fees or fee changes prior to implementing them. 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.

System Requirements. You must have a mobile device that is acceptable to the Bank and a wireless plan from a compatible carrier. You must also have and use an operating system and the applications that the Bank and/or its service provider(s) specify from time to time. Grand Bank is not responsible for your mobile device or the systems or applications you need to use the Services. You are solely responsible for all recommended maintenance, repairs, upgrades and replacements. The Bank is not responsible for, and you release the Bank from, any and all claims or damages resulting from, or related to, any computer virus, unauthorized access or other problems associated with using your mobile device, e-mails, text messages, or the Internet. You agree not to transmit to the Bank any virus, malicious functionality or other undisclosed feature that may have an adverse impact on the Bank or its systems.

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. Mobile deposits are limited to one check per deposit and cannot exceed \$1,500.00 per day.

Availability of Funds. The funds for the Checks that you deposit through the Service may not be immediately available to you. The funds for all accepted Checks will be available in accordance with the Bank’s Funds Availability Disclosure, as amended from time to time. You may view the document on the bank’s website at [www.grandbankfsb.com/Funds Availability Disclosure](http://www.grandbankfsb.com/Funds%20Availability%20Disclosure). 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 you receive an onscreen message on your mobile phone that the deposit is accepted and approved. You understand and agree that, for purposes of deposits made using the Service, the place of deposit is Hattiesburg, MS. The deposit cut-off time for the Service is **3:00 PM Central Standard Time (CST)**. 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. For purposes of determining when a deposit is received, the Bank’s records shall be determinative. Deposits made before 3:00 PM CT on a business day are normally available within two business days. Deposits made after 3:00 PM or on any day which is not a business day shall be deemed received by us on the next business day and will be available within two business days. **Please note:** All deposits are subject to verification and can be adjusted upon review. Please keep your paper check until the funds are posted

to your account. 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 and time changes associated with Daylight Savings Time.

Eligible Items. You may not use the Services to deposit any item other than an ordinary bank check which is made payable to you, which you would otherwise be permitted to deposit in paper form and which the Bank agrees is eligible for Mobile Deposit. The following are not acceptable for deposit:

1. Items drawn on a financial institution located outside of the United States.
2. Items payable to any person or entity other than you (sometimes referred to as 3rd party checks).
3. Items that are reproductions of the original check (e.g., substitute checks).
4. Items not payable in United States currency.
5. Items dated more than 6 months prior to the date of deposit.
6. Items that are marked non-negotiable or which are damaged, illegible or incomplete.
7. Items that have been returned for any reason (such as checks returned "non-sufficient funds" or "refer to maker") or items that have already been deposited.
8. Items that have been altered.
9. Items that do not bear the actual signature of the person on whose account the check is drawn (i.e., remotely created checks).
10. Traveler's checks, savings bonds or money orders

You agree not to make duplicate deposits of the same check. You agree not to deposit with the Bank any item that you have previously deposited with the Bank, any item that you have previously deposited with another bank or any item that you have previously transferred to anyone else, regardless whether the previous deposit or transfer was of the original check or an image of the check. 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.

Your Responsibility. Each time you make a Mobile Deposit you represent and warrant to the Bank that (i) the check being deposited is payable to and endorsed by you, reflects a bona fide payment to you by the drawer of the check and is not being deposited, directly or indirectly, for the benefit of any other person or entity; (ii) you are not aware of any reason that the check being deposited will not be paid; and (iii) as to each check being deposited: (1) you are a person entitled to enforce the check; (2) the check has not been altered; (3) the check bears all endorsements applied by parties that previously handled the check in any form (if any); and (4) no person will be charged for the check, or another paper or electronic representation of the check, such that they will be asked to make payment for a check that they have already paid. You also accept the same responsibilities and liabilities for each deposited check and the item that the Bank converts it into that you would have had if you had deposited the original check in person.

Image Quality. Both the **front and back** of each Check must be transmitted to the Bank as provided in the mobile phone on-screen instructions. The Bank in its sole discretion may refuse to accept Checks that do not meet our image quality requirements. The image of a check or item transmitted to the Bank using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item. The technical specifications prescribed above may be modified, superseded or replaced by the Bank at any time without prior notice to customer.

Endorsements. You agree to clearly and properly endorse each item before transmit for deposit through the Service and to include the restriction "FOR GRAND BANK MOBILE DEPOSIT ONLY" below your signature (or such other restrictive endorsement as the Bank may require from time to time). You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. Endorsements must be made on the back of the check within 1 ½ inches from the top edge, although the Bank may accept endorsements outside of this space. All deposits are subject to verification and can be adjusted upon review. Any loss the Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

Availability of Service. Services are not guaranteed to be available at all times. In the event you are unable for any reason to make a deposit using the Service, you may attempt to deposit the original

check(s) at a branch office. The deposit of original checks at any office of the Bank shall be governed by the terms and conditions of your deposit account agreement and not by the terms of this Agreement. The Bank does not assume responsibility for any technical or other difficulties you may experience when using the Services.

Rejection of Deposits. An image of an item shall not be considered received until you receive a confirmation from the Bank that it has received the image. Receipt of a confirmation does not mean that the transmission was error free or complete. 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 deposit. In all cases, you remain responsible for any loss or overdraft and any applicable fees that result from the rejection of any deposit. You acknowledge and agree that, while the Bank normally provides notice of rejected deposits, the Bank may reject any Mobile Deposit in its sole discretion without notice to you, and the Bank will not be liable for any such rejection or failure to notify you of such rejection. If the Bank rejects a Mobile Deposit, you may attempt to deposit the original check at a branch. 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.

Provisional Credit; Returned Checks. The credit for each deposit the Bank accepts is provisional; the Bank may charge back to your account the amount of any items which are returned unpaid. The Bank will normally provide you with notice of any deposited checks which are returned unpaid. In the event that the Bank credits your account for a check that is subsequently returned, you authorize the Bank to debit the amount of the check plus any associated fees from your account. To the extent that funds in your account are insufficient, the Bank may debit any of your other account(s) with the Bank. The Bank's 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. Returned items will be made available to you in the form the Bank chooses (for example, an image). You agree to comply with any additional instructions the Bank may provide to you in connection with returned checks.

Storage, Security and Destruction of Checks. After you receive confirmation that the Bank has received an image, you agree to retain the original check for 60 days. Upon the Bank's request from time to time, you will deliver to the Bank within two business days, at your expense, any original check in your possession. If not provided in a timely manner, the amount of the check may be reversed from your account. During the time you store the original checks, you shall use care to protect the original from unauthorized access in order to prevent theft and further negotiation, depositing, presentment for payment or imaging. Promptly after the 60 days, you agree to destroy the original check by marking it "VOID" and then destroy it by cross-cut shredding or another method that assures complete destruction of the item. You agree to notify the Bank immediately if any original check is lost or stolen before it is destroyed.

Re-Deposit of Checks. Once you have used the Service to deposit a check, you must not re-deposit the original check or any image, reproduction or other form of that check with the Bank or any other bank, you must not transfer the check or any image, reproduction or other form of that check to any other person or entity, and you must not attempt to cash the check with any other person or entity. You may not re-deposit any previously deposited check which is returned to the Bank unpaid. You agree that the Bank may debit from your Bank account the aggregate amount of any duplicate deposits and any checks that are deposited more than once. To the extent that funds in your account are insufficient, the Bank may debit any of your other account(s) with the Bank. You understand that you are responsible if anyone is asked to make a payment based on the original check or any image, reproduction or other form of that check that has already been paid.

Changes. Some of the Bank's services have qualification requirements, and the Bank reserves the right to change those requirements at any time without prior notice. The Bank reserves the right to suspend or discontinue your use of the Services at any time without prior notice to you. The Bank also reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes. This Agreement is subject to change by the Bank from time to time. If you disagree with a change you may discontinue using the Services. Your continued use of the Services will indicate your acceptance of the revised Agreement.

Security: Authentication Method. The Bank may require communications and instructions from you to be provided using a user ID, password, test key and/or other code or authentication method (referred to herein collectively as your "Authentication Method"). You agree that the Bank is entitled to act upon any communications or instructions the Bank receives under your Authentication Method. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You also agree to: (i) protect your mobile device against loss, theft or unauthorized use; (ii) protect your mobile device against viruses, key loggers, malware and other unwanted functionalities; and (iii) follow any security guidance that the Bank provides from time to time. You must not use your mobile device on an unsecured network (such as public Wi-Fi) or from a location outside the United States and must not leave your mobile device unattended while logged into Mobile Banking; you should close the Mobile Banking application when you are not using it. You agree to notify the Bank immediately if your mobile device is lost or stolen or if you believe the security of your Authentication Method has been compromised. FAILURE TO PROTECT YOUR MOBILE DEVICE OR YOUR AUTHENTICATION METHOD MAY RESULT IN SOMEONE ELSE ACCESSING THE SERVICES OR ACCOUNTS IN YOUR NAME. You are liable for all transactions made or authorized with the use of your Authentication Method. The Bank has 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 to the Bank. Any communications or instructions the Bank receives from you using your Authentication Method shall be considered "in writing" and shall have the same force and legal effect as a writing signed by you.

Errors. 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 immediately of any errors, omissions, or discrepancies in a deposit within the time periods established in the Terms and Conditions of Your Account. You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction, and resolution of any errors or problems related to your use of the Service. You may notify us in writing to Grand Bank, P.O. Box 16988, Hattiesburg MS 39404, or telephoning us at 866-343-5976.

Governing Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Mississippi notwithstanding any conflict-of-laws doctrines to the contrary. Any litigation arising out of this or related to this Agreement or your use of the Services shall be commenced and maintained exclusively in a court of competent jurisdiction in the state of Mississippi.

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 GRAND BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE.

LIMITATION OF LIABILITY. The Bank is not responsible for your communications, instructions or Mobile Deposits unless and until the Bank actually receives them in a readable form. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR GRAND BANK TERMS AND CONDITIONS OF YOUR ACCOUNT 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. The Bank is not responsible for any failure or delay in performance caused by an event beyond its reasonable control, such as but not limited to, an Act of God, flood, fire, electrical, equipment or communications failure, or third party act or omission. The Bank is not responsible for the actions, failures or insolvency of other banks or for the loss, destruction or interception of items or information in transit.

Indemnification. 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. You understand and agree that you are required to indemnify our technology partners, including but not limited to Fiserv and hold harmless Fiserv, its parents, subsidiaries, affiliates, directors, officers, shareholders, employees and agents, 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 Fiserv applications, unless such claim directly results from an action or omission made by Fiserv in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

Notices. All notices from the Bank to you shall be in writing and shall be made by U.S. Postal Service mail or messages delivered through the Service, at our discretion. 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 in writing to Grand Bank, P.O. Box 16988, Hattiesburg MS, 39404 or telephoning us at 866-343-59761.

Amendment. We reserve the right to modify the Service from time to time without prior notice to you. However, we will mail or deliver a written notice to you at least thirty (30) days in advance of the effective date of any additional or increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers, or stricter limits on the type, amount or frequency of transactions. In addition, if an immediate change is necessary to maintain the security of the system and it can be disclosed without jeopardizing the security of the system, we will provide you with written notice within thirty (30) days after such change. In most cases you will receive the notice online 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.

Termination. 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 writing to Grand Bank, P.O. Box 16988, Hattiesburg MS, 39404 or by telephoning us at 866-343-5976. 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.