

NEW MEXICO BANK & TRUST BUSINESS ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE

This Business Online and Mobile Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online and Mobile Banking Service ("Service"). It also describes the rights and obligations of NEW MEXICO BANK & TRUST ("Bank"). Please read this Agreement carefully. By accepting this Agreement and by using this service, and/or authorizing others to do so on your behalf, you agree to be bound by the terms of this Agreement. Our online banking services are intended for individuals 18 years of age or older.

NOTE: E-mail transmissions are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system.

DEFINITIONS

The following definitions apply in this Agreement:

- "Authorized Representative" refers to a person with authority (with respect to the Account); this includes (1) any "Owner" or "Agent" of the Account pursuant to the Account signature card or business resolutions, and (2) any other user that an Owner or Agent allows to access the Account;
- "ISP" refers to your Internet Service Provider; "Online Banking" is the internet-based service providing access to your Bank account(s);
- "Online Account" or "Account" means the Bank account from which you will be conducting transactions using a Service;
- "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- "Device" means your personal computer or any Internet enabled device with the Internet browser and ISP, to access your Online Account.
- "Time of day" references are to Central Standard Time (CST);
- "Login ID" is the customer-generated identification code assigned to you for your connection to the Service;
- "We", "us", "our", or "Bank" refers to NEW MEXICO BANK & TRUST, who offers the Service and who holds the Accounts accessed by this Service; and
- "You" or "your" refers to an Authorized Representative of the Account.

In order to provide electronic disclosures, we must maintain a current customer e-mail address at all times. It is your sole responsibility to provide us with your correct contact information, including your e-mail address. You should notify NEW MEXICO BANK & TRUST pursuant to the terms of this Agreement of any changes to your personal contact information.

ACCESS TO SERVICES

The Bank will provide instructions on how to use the Online Banking Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Login ID and password. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating, revising the software and in the event of an emergency. In addition, access to the Service

may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Services or certain features.

Authorized Representatives

The Super User is identified as the first business signer to enroll into online banking. The Super User with full authority to access and use the System on behalf of customer, including the authority to change, add or remove Services; select and change Security Procedures; request the issuance or re-issuance of Super User usernames, passwords and access devices; authorize changes to this Agreement access and use all of the features of the System (defined below) and the Services; enable, set parameters for the use of or disable any Customer controlled features of the System and each Service; use the System and Services to issue, activate, limit, reset or de-activate one or more usernames and passwords which may be used to access and use one or more features of the System and the Services; and authorize other persons to access and use one or more features of the System and the Services (each such person along with the Super User and each other person issued, provided or given access to any such username or password collectively referred to as "Authorized Persons"). Bank may act upon oral or written requests reasonably believed by the Bank to be from the Super User.

DEVICES

You are solely responsible for the maintenance, installations, and operation of your Device. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate the Device properly. We are not responsible for any errors, deletions, or failures that occur as a result of any malfunction of your Device or software. Undetected or unrepaired viruses, worms, malware, or similar malicious programs may corrupt and destroy your programs, files, and even your hardware. You should routinely scan your device using a reliable virus detection product. Additionally, you may unintentionally transmit the virus to other devices. The Bank shall not be responsible for any virus that affects your device or software while using our Service. You agree that you shall not send us any viruses, worms, malware, or similar malicious programs, nor shall you engage in any activity which has a harmful effect on our web site.

BUSINESS DAYS

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays recognized by the Bank. The Bank's business day begins at 9:00 a.m. CST and ends at 5:00 pm CST.

AVAILABLE BANKING TRANSACTIONS WITH ONLINE BANKING

- **Accounts History:** You may obtain or download account balances and transaction information about your accounts, including access to your account history up to 24 months. You may be able to view and download imaged copies of your periodic statements, checks, deposit slips, etc.
- **Statement Delivery:** You can change your statement delivery options to enroll in electronic statements (eStatements) through the "Delivery" option. Once you have enrolled in eStatements you will be able to retrieve future statements through the "eStatements" option in online banking.
- **Security:** You may change the security information necessary to access your online banking account, such as your password, Login ID, email and phone contact information, and select alerts you wish to receive.
- **My Info:** You may update your contact information.
- **Transfer Funds:** You may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments.

- You may transfer funds among your checking accounts, certain savings accounts and money market accounts. If there are not available funds in the account from which a transfer is being made at the time the transfer is processed, at our option, we may not allow you to complete the transfer, we may overdraw your Account and you may be charged a fee, or we may cancel the transfer. Account Transfer requests received after 5:00 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or holidays recognized by the Bank, will be processed on the Bank's next business day.
 - **NOTE :** For Money Market and Saving Accounts, federal regulations require the Bank to limit transfers (including Online Banking transfers), you can make a total of no more than six (6) transfers and/or withdrawals during any four (4) week or similar period. If you exceed this number, an excessive withdrawal fee will be charged. Please check the bank's website for the current fee amount.
- **External Transfers:** You may use Online Banking to conduct transfers of funds to or from an external account (at another financial institution). You may make one-time transfers or schedule future or recurring transfers. You must be an authorized owner on the external account before adding the account to your online banking account. You will need to use the "Add External Account" feature when signed into online banking. Once an external account is added to your online banking login, you will need to properly verify the external account. Once this is completed, you will be able to move funds to and/or from this external account through the "Transfer Funds" feature. If there are not available funds in the account from which a transfer is being made at the time the transfer is processed, at our option, we may not allow you to complete the transfer, we may overdraw your Account and you may be charged a fee, or we may cancel the transfer
- **Stop Payments:** You have the ability to submit online stop payments for non-cleared check items only. Please refer to our Service Fee Schedule on our bank website for an updated version of our stop payment fee.
- **Mobile Banking App:** You may download the mobile app from only the Google Play Store and the Apple App Store. This app provides you with similar functionality that online banking offers. An additional benefit that is only on the mobile app is remote deposit capture.
 - **Note:** The bank is not held liable for external apps that may be published outside of the Google Play Store and Apple App Store.
- **Touch ID & FaceID Sensor:** By selecting the Touch ID or FaceID, you can establish login criteria based on your preference. Your Login ID and passwords are required to activate this mobile app authentication.
- **Passcode:** By selecting the Passcode option, you can login with a four digit pin. Your Login ID and password are required in order to activate this mobile app authentication.
- **Mobile Deposit:** You can make deposits of checks ("original checks") to your Bank accounts from home or other remote locations.
- **Mobile Text Banking:** You may complete information to establish or update your mobile preferences.

Additional Services: Additional online banking services may be available. Please contact the Bank for additional information about our Services.

Transfer Limitations: All services and transfers offered through this Agreement may incorporate restrictions on the dollar-value of transactions. Details regarding limitations on Services and transfers will be disclosed at the time of account opening. You will be notified of any changes to any restrictions and limitations in accordance with this Agreement.

Contact Us: You may communicate with us about your Accounts and/or online banking by email. If you send the Bank an e-mail to **Onlinebanking-NMBT@nmb-t.com** the Bank will be deemed to have received it on the following business day. You agree that we will have a reasonable opportunity to act before taking action on your requests that you send by email. You cannot use email to make Account transfers. You may not use email to stop payment, report unauthorized use of your Login ID and password, or to report an unauthorized transaction. Likewise, you may NOT use email to contact us regarding any of your loan accounts and we will not be responsible if such notices are attempted by email.

NOTE: E-mail transmissions are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system.

Link to Third Party Websites: You may link to unaffiliated third party websites for services related to your Account, such as ordering checks. Links to third party websites are provided solely as a convenience to you for information on topics that may be of interest to you. We have no control over the content of such third party websites. If you choose to link to a website not controlled by us we make no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor do we warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. We do not guarantee the authenticity of documents on the internet. Links to ideas, products, information or services offered at such sites, or any representation regarding the content at such sites. Our Privacy Policy no longer applies once you leave our site.

Third Party Services: From time to time, we may make services provided by persons other than us (the "Third Party Providers") available to you for access through this Service. If we do so, you will be given the opportunity to sign up for these services after you review and accept the related terms and conditions we will make available to you for these services. We make no warranty with respect to the additional services or the Third Party Providers. You agree to hold us harmless for any loss or damage you may incur by your use of these services. To cancel or change any of these services, contact us using our contact information within this agreement. These third party services may include: Bill Pay, Mobile Banking, Person to Person Transfers, and Text Banking.

SCHEDULE OF FEES

The Bank offers the benefits and convenience of the Online Banking Service to you for no charge. You may incur charges from third parties with respect to your use of Mobile or Text Banking. We are not responsible for and do not have any control over these charges.

STATEMENTS

You will continue to receive your mailed (paper) Account statement either monthly or quarterly, depending on the type of Account, unless you register to receive eStatements only.

SECURITY AND PRIVACY

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service. Our customer privacy notice is available on the bank's website.

The Service utilizes a comprehensive security strategy to protect your Accounts and transactions conducted over the Internet. You are responsible for keeping your password and Online Account information confidential. No one at the Bank or at our Online Banking service provider has access to this information. From time to time you may be required to change your online banking password. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your Account information, Login ID, or password;
- Do not leave your device unattended while you are in the Bank's Online Banking Site;
- Do not allow your Internet browser to store your Online Banking Login ID or Password;
- Never leave your Account information within range of others;
- Do not send privileged Account information (Account number, Password, etc.) in any public or general e-mail system;
- Create a strong password by avoiding familiar names or personal information, using upper and lower case letters, numbers, and characters; and
- Log out of online banking and close your browser completely after each online banking session.

We reserve the right to implement additional security procedures, such as but not limited to limiting the frequency and dollar amount of transactions from your Accounts for security reasons. You agree that your continued use of online banking after we implement new security procedures, or change existing procedures, evidences your agreement to, and acceptance of, the commercial reasonableness of such new or changed procedures. Except as otherwise required by applicable law, Customer agrees to be bound by and liable for all transactions initiated using the Services and Security Procedures selected by Customer in the Schedules to this Agreement, including transactions initiated using a procedures selected by Customer in the Schedules to this Agreement, including transactions initiated using a procedure that has been curtailed, deactivated, or otherwise modified by or at the request of Customer, and all such transactions shall be deemed authorized regardless of whether such transaction was initiated by Customer or any other person authorized to act by or on behalf of Customer. Customer acknowledges and agrees that Security Procedures are in addition to and do not limit or otherwise revoke or restrict any separate Customer authority of any Authorized Person, Admin User or other person (whether by course of dealing or otherwise) to authorize any action, transaction or communication or otherwise act on behalf of Customer.

Customer will establish and maintain the confidentiality of and security and control over those aspects of each Security Procedure communicated or entrusted to or created, established or selected by Customer, including but not limited to any identification codes, usernames, voice retrieval codes, passwords, access devices, or code or password generating devices; all electronic, paper or other media on which any of the foregoing are maintained, recorded or stored, and each computer used to access the System or any Service. Customer further agrees that each person that is provided access or control over any of the foregoing shall be an Authorized Person and fully authorized to initiate Funds Transfers and other transactions and use the, System, Services and related Security Procedures as an authorized agent of the Customer. If Customer believes that any identification codes, usernames, voice retrieval codes, passwords, access devices or code or password generating devices has become lost, compromised or known to any unauthorized person, Customer shall immediately disable such username, password, code or access device issued by the Bank for use by a Admin User, provide telephone notice to the Bank and the Bank will disable such Admin User username, password, code, or

access device in quest within **[one]** Banking Day following actual receipt of notice from any person which the Bank reasonably believes is authorized. For purposes of this Agreement, a Banking Day is ever day on which the Bank is open to the public for purposes of carrying on substantially all of our business, except Saturdays, Sundays, and holidays that are observed by the Federal Reserve Bank.

If you suspect any fraudulent activity on your Account, call the Bank immediately at 844-392-7793 between the hours of 7:00 a.m. to 8:00 p.m. CST, Monday through Friday and Saturday 8:00 a.m. to 2:00 p.m. CST. Telephoning the Bank is the best way of minimizing your losses and liability.

If you believe your Password has been lost or stolen, please use the *Security Option* within the Online Banking site to change your Password.

LINKED ACCOUNTS

All Accounts with the Bank that you enroll in for a service will be linked by the tax identification numbers of the persons authorized to access the Account. The linked Accounts will appear together without regard to the ownership of the Accounts. For example, if an Authorized Representative of a linked Account accesses the Service, that Authorized Representative will be able to view and access at a single time the following Accounts:

- The Accounts of the business for which that person is an Authorized Representative;
- The Accounts of any other business for which that person is an Authorized Representative; and
- Any consumer Accounts for which the person is an Owner or Authorized Representative.

Business Accounts: If you are a business, any Authorized Representative of your business is authorized on such terms, conditions, and agreements as we may require to:

- Enter into this Agreement, as amended from time to time;
- Access each Account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use the Service in any manner and for any purpose available, whether now available or available at some time in the future.

TERMINATION OR CANCELLATION OF SERVICE

Term: This Agreement will become effective when you accept the terms of the Agreement and shall remain in full force and effect until termination or cancellation in accordance with the following provisions.

Termination of Service: We may immediately terminate your online banking privileges without prior notice to you under the following circumstances:

1. You do not comply with the agreement governing your deposit or loan accounts;
2. Your Accounts are not maintained in good standing; or
3. When you close your last Account.

We will promptly notify you if we terminate this Agreement or your use of the Service for any other reason. We reserve the right to process any transactions after the termination date.

Cancellation of Service: To cancel this Service, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the cancellation date of the Service(s). Once the Service is cancelled, all scheduled transactions will be cancelled. You agree that we shall not be liable to you or any third-party for cancellation of this Service.

Inactive Status: We may delete your access if you do not sign in to the Service or have a transaction scheduled through the Service during any consecutive 6-month period. If your Account access is deleted, you will need to complete enrollment again before you will have access or be able to schedule any transactions through the Service.

NOTICE

You may notify the Bank by one of the following methods:

1. By sending an e-mail to: **Onlinebanking-NMBT@nmb-t.com**
2. Calling 844-392-7793 or your local branch, or
3. By writing a letter and either sending it to the address printed on your Account statement or by giving it to a banker at any of the Bank's locations.

Bank will contact you via phone or mail at the last known phone number or address noted on the bank's records.

ELECTRONIC FUND TRANSFER (EFT) PROVISIONS FOR BUSINESS CUSTOMERS

If you believe your Login ID or password has been lost or stolen, call 844-392-7793 or call your local branch immediately.

Reporting Unauthorized Transactions or Errors:

1. You must notify us in writing within thirty (30) days after a Statement is made available to you if the Statement lists or indicates any Unauthorized Transactions or errors. This includes without limitation: (i) an Item that you did not authorize or that is altered; (ii) any encoding errors; or (iii) any other errors involving additions or subtractions (debits or credits) to your Account.

Notification: You must submit written notices required by this section in affidavit form if requested by us.

Investigation: We will investigate any Unauthorized Transactions or errors you report to us. You must provide us with all information we need to investigate an alleged Unauthorized Transaction or error. You must also file any police reports and provide any supporting affidavits and testimony we reasonably request.

Failure to Notify: Unless otherwise provided by the Agreement or applicable law: (i) we will not be liable to you for any Unauthorized Transaction or error if you do not notify us within the required period of time, and in such cases we will not be required to reimburse you for any related loss to you; (ii) we will not be liable to you for any Unauthorized Transactions committed by the same person on your Account that could have been prevented if you had complied with your obligations for notifying us of Unauthorized Transactions; and (iii) if you fail to notify us of unauthorized activity within the required period of time, we will not be liable for any amount we pay in good faith which contain unauthorized activity by the same person unless you notify us within ten (10) calendar days after the first unauthorized activity or a Statement reflecting this is made available to you.

Credits to Your Account: We may, but are not required to, provisionally (temporarily) credit your Account during our investigation regarding an Unauthorized Transaction or error for all or a portion of the amount claimed. We may reverse this credit if: (i) you fail to submit or sign documents required by us; (ii) you fail to cooperate fully with our investigation of the claim or our efforts to recover funds related to the claim; or (iii) we determine that the transaction that gave rise to the claim was proper.

BANK'S LIABILITY

Our Liability: This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Account. Unless otherwise required by applicable law, we

are only responsible for performing the Service as delineated in this Agreement. We only will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence or intentional misconduct.

With your acceptance and use of the Service, you agree that we shall not be liable to you or any third party for any indirect, incidental, consequential or punitive costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your device, any virus, or problem that you may encounter related to the use of the Service.

We will not be liable to you in the following instances, among others:

- If through no fault of the Bank, you do not have enough available funds in your Account to complete a transaction on that Account.
- The transaction would be over the limit of your overdraft privilege, if any.
- If the transfer would go over the credit limit on your overdraft line of credit, or if the overdraft line of credit has been closed.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown, or any other event that interferes with our normal operations) prevent us from providing this Service or processing any transaction, despite reasonable precautions that we have taken.
- If there is a hold on your Account, or if access to your Account is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If the Account has been closed.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the Account or transfer.
- If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
- It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of this financial institution and/or our service providers.
- If your device, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
- If you believe someone has accessed your Accounts without your permission and you fail to notify the Bank immediately.
- If we have a reasonable basis for believing that unauthorized use of your Password or Account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
- Other applicable laws and/or regulations exempt us from liability.

If this Service is not available, you agree to access your Accounts by other means such as a bank branch, ATM, or telephone. Customer Service or your Personal Banker will assist you with these

alternate means. We shall not be liable for any expenses you incur as a result of using alternate means of access or payments.

Indemnification: You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Account.

Third Parties: We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider (such as Internet Explorer, Chrome, or Firefox), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Account.

Virus Protection: The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

GENERAL TERMS AND CONDITIONS

Bank Agreements: In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

Changes and Modifications: The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it one day after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If the changes have an adverse affect on you or the services offered, we will provide you at least 30 days prior notice. Amendments or changes in terms and/or conditions may include restrictive Service use, disclosure of additional Account information to third parties, or increased liability to you. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system or your Account(s) we reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

Assignment: You may not assign this Agreement to any other person. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

Notices: Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

Disclosure of Information: We will only disclose information to third parties about your Account or transfers you make under the following circumstances:

- Where it is necessary for the provision of Online Banking and for completing a transaction;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government or court orders, or other reporting requirements;
- If you give us your permission;
- To otherwise conduct our business as permitted by Law;
- To the Bank's affiliated companies;
- It is necessary to assist us in the collection of information for internal use;
- It is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer Service;

- It involves a claim by or against us concerning a deposit to or withdrawal from your Account; or
- In accordance with our Privacy Policy Notice.

MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

This Mobile Remote Deposit Services Agreement ("Agreement") provides the general rules that apply to Customer's (referred to herein as "you", "your", or "Customer") use of NEW MEXICO BANK & TRUST's (referred to herein as "we", "us", "our", or "Bank") mobile remote deposit services ("Mobile Deposit"). You agree that Mobile Deposit shall be governed by these terms and conditions and other relevant terms of the agreement(s) governing the deposit account into which checks are deposited and that the Bank may change or discontinue the terms and conditions for Mobile Deposit at any time.

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your Bank accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your mobile device.

Once you agree to the terms of the mobile remote deposit services agreement, the service will be available through the mobile app.

Limits: Mobile Deposits are limited in amount to \$2,000 per day and \$5,000.00 per month. These amounts are subject to change by the Bank. Higher limits may be available subject to the Bank's approval.

Accounts: Deposits can be made to any of the accounts associated with the online banking account.

Fees: For consumer accounts there is no charge. Business accounts will be assessed a fee of \$.50 per deposit.

Eligible Items: You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand).

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you);
- Checks payable to you and another party who is not a joint owner on the account;
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks that have been previously deposited;
- Checks that are stale-dated (a check presented more than 6 months after its date) or post-dated;
- Checks drawn on banks located outside of the United States;
- Checks payable in a medium other than U.S. currency;
- Non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC). Non-cash items include, but are not limited to, checks accompanied by special instructions, checks which consist of more than a single thickness of paper, and checks which have not been preprinted with MICR (magnetic ink character recognition) routing and account number data;

- Sight drafts (A draft which is payable on presentation to the paying bank-in other words, on sight or demand);
- Promissory notes and similar obligations, such as savings bonds; and
- Any other class of checks or drafts as identified by Bank to Customer from time to time.

Requirements:

Each check image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or the joint owner, either of you can endorse it. If the check is made payable to you and the joint owner, both of you must endorse the check.

Endorsements and Procedures

On or after June 29, 2018, you agree to restrictively endorse any items transmitted through the Service as "For Mobile Deposit Only" or as otherwise instructed by us. If you do not endorse deposits as requested, your item may be rejected. If your deposit is rejected you will not be able to resubmit your deposit via mobile deposit and must deposit it at a branch location. You agree to follow any and all other procedures and instructions for use of this Service as the Bank may establish from time to time. Any loss that Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. The Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.

Receipt of Deposit

All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement and Disclosure with us and will be subject to all terms of the Deposit Account Agreement and Disclosure. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you by email. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. You should check the status of your items within Online Banking.

Original Checks

After you receive confirmation that we have received an image, you must securely store the original check for 14 days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 3 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be

reversed from your account. Within 30 days of deposit, you must destroy the original check **by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction**. After destruction of an original check, the image will be the sole evidence of the original check.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits

Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected, returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you and that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check, or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by, or relating to, the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties

You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without alteration, and the drawer of the check has no defense against payment of the check;
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate;
- 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;
- There are no other duplicate images of the original check;
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check;
- You are authorized to enforce and obtain payment of the original check; and
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law

You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability

Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to: New Mexico Bank & Trust, 320 Gold SW, Albuquerque, NM 87102.

Funds Availability

Funds from mobile deposits are not available for immediate withdrawal. If it is necessary for funds to be available immediately, please contact your banking center for alternative options. Deposits are subject to verification, and the general policy is to allow withdrawal of funds from your account by the next business day for deposits made prior to 6:00 p.m. local. Deposits after 6:00 P.M. local and deposits received on holidays or days that are not our business days will be credited to your account on the following business day. If an extended hold is placed on the deposit, a notice will be sent to you.

Business Days

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays recognized by the Bank. The Bank's business day begins at 9:00 a.m. CST and ends at 6:00 pm local.

Mobile Deposit Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 1-844-392-7793 with written confirmation if you learn of any loss or theft of original checks or if you believe you may have deposited a check item more than once. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service, or interfere, or attempt to interfere, with the technology or Service. The Bank and its technology partners, inclusive of, but not limited to, Q2 and ProfitStars, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, 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.

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

Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by the law in effect in the state in which the bank's main office is located, without reference to provisions relating to conflict of laws. The parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties. All actions relating to this Agreement must be brought within the State of New Mexico.