

REMOTE DEPOSIT CAPTURE AGREEMENT

This Remote Deposit Capture Agreement (“Agreement”) contains the terms and conditions for the use of Ozarks Federal Savings and Loan Association’s remote deposit capture service (mobile deposit) that Ozarks Federal Savings and Loan Association (“Ozarks Federal,” “the Association,” “we,” “us,” or “our”) may provide to you (“you,” or “User”).

- 1. Services:** The remote deposit capture services (“Services”) offered by Ozarks Federal are intended to permit you to deposit checks into your account (checking, savings, or money market accounts) from home or other remote locations by using electronic scanning and communications devices. The information will then be delivered to Ozarks Federal or a designated processor.
- 2. Acceptance of Terms:** Your use of the Services indicates your acceptance of this Agreement and all other applicable agreements. The Agreement may change at any time. You will be notified of any substantive changes by email, on our website, or on our mobile app by providing a like to the revised Agreement. Ozarks Federal also maintains the right, in its sole discretion, to modify, change, remove, or add portions of the Service. Your continued use of the Services will constitute your acceptance of any changes. The Association may terminate this agreement at any time for any reason, without prior notice. The Agreement remains in full force and effect unless and until it is terminated by Ozarks Federal. This Agreement may also be terminated if you breach any term of the Agreement, if you utilize the Services for any illegal or unauthorized purposes. It may also be terminated if you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with Ozarks Federal.
- 3. Service Limitations:** If, while using the Service, you encounter technical or other difficulties, Ozarks Federal assumes no responsibility for these difficulties or any resulting losses or damages you may sustain. Some of the Services may have qualification requirements, and we reserve the right to change such qualifications any time without prior notice. In whole or in part, we reserve the right to change, suspend, or completely discontinue the Services or your use of the Services immediately and at any time without prior notice to you.
- 4. Ownership & License:** You agree that Ozarks Federal retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services in any anti-competitive manner, for any purpose which would be contrary to Ozarks Federal’s business interest, or to Ozarks Federal’s actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
- 5. Enforceability.** Ozarks Federal may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect Ozarks Federal’s rights with respect to any other transaction or to change the terms of this Agreement. Should any provision of the Agreement be deemed invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be

impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

- 6. Hardware and Software:** To utilize the Services, you are required to obtain and maintain, at your own expense, compatible hardware and software. The Association is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation. You acknowledge that you are solely responsible for selecting the Communication Device, and for paying any fees or other charges that the service provider may charge which may be needed to utilize the Services. Ozarks Federal maintains no liability of any sort arising from any defect in any Communication Device or resulting from any services provided by any third party service provider. You acknowledge that the third party agreements may impose fees, charges, limitations, and restrictions, which may be incurred as a result of your use of the Services. You are solely responsible for any such fees, charges, limitations, and restrictions. The User also agrees to all terms of use and license agreements applicable to any equipment, devices, applications, or services used by you in using a Communication Device or any Services.
- 7. Items Eligible for Deposit:** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC. You agree that you will **not** use the Services to scan and deposit any checks or other items as shown below:

 - Checks made payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
 - Checks which contain obvious alteration to any of the fields on the front of the check or item, or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - Checks previously converted to a substitute check, as defined in Regulation CC.
 - Checks endorsed on the back in any other way than specified in this agreement. Checks that have previously been submitted through the Service or through another institution's remote deposit capture service.
 - Checks that have been previously deposited or negotiated in any way via any method at any other financial institution.
 - Checks that are remotely created checks, as defined in Regulation CC.
 - Checks payable jointly, unless the item is deposited into an account in the name of ALL payees.
 - Checks drawn on a financial institution located outside the United States.
 - Checks not payable in United States currency.
 - Checks dated more than 6 months prior to the date of deposit.
 - Checks dated for a future date.
 - Checks or items prohibited by the Association's current procedures relating to the Services or which are otherwise not acceptable under the terms of your account.
- 8. Image Quality:** The image of an item transmitted using the Services must be legible. The image quality of the items is determined in the sole discretion of Ozarks Federal and must comply with the requirements established by the Association, the Office of the Comptroller of the Currency, the

Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

- 9. Endorsements and Procedures:** You agree to restrictively endorse any item transmitted through the Services as "Mobile Deposit Acct #XXXXXXXX" or as otherwise instructed by Ozarks Federal. You agree to follow any and all other procedures and instructions for use of the Services as Ozarks Federal may establish from time to time.
- 10. Receipt of Items:** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Ozarks Federal that we have received the image. Receipt of such confirmation does not mean that the transmission was complete, error free, or will be considered a deposit and your account credited. We retain the right to charge an item back to your account at any time should we subsequently determine the item was not an eligible item. You acknowledge that the Association is not responsible for any loss, costs, or fees that may be incurred due to the chargeback of an ineligible item.
- 11. Availability of Funds:** Eligible items deposited through the Service on or before the 3:30 p.m. cutoff time will be considered deposited on that business day. Deposited items are subject to the Funds Availability disclosure provided at account opening. Items deposited after cutoff will be considered deposited on the next business day we are open. Funds deposited via the Service will generally be made available on the first business day after the day of the deposit. A "business day" is any weekday except for a bank holiday.
- 12. Deposit Limits:** We reserve the right to impose limits on the amount(s) or number of deposits that you transmit using the Services and to modify such limits at any time. If you attempt to deposit an item exceeding these limits, your deposit may be rejected. Should we allow you to make a deposit that exceeds the limits, the deposit will still be subject to the terms of this Agreement, and we are not obligated to allow such deposits at other times.
- 13. Presentment:** The manner in which the items are cleared, presented for payment, and collected shall be in Ozarks Federal's sole discretion subject to the agreements governing your account.
- 14. Errors:** You agree to notify Ozarks Federal of any suspected errors regarding items deposited through the Services immediately upon discovery, and in no event later than 60 days after the applicable Ozarks Federal account statement is sent. Unless you notify us within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Ozarks Federal for such alleged error.
- 15. Errors during Transmission:** Use of the Services serves as your acceptance of the risk that a deposited item could be intercepted or misdirected during the transmission process. The Association has no liability to you or others for any such items or information disclosed through such an error.
- 16. Disposal of Transmitted Items:** Upon your receipt of a confirmation from Ozarks Federal that we have received the image of an item you transmitted, you agree to prominently mark the item as "Electronically Presented," "VOID," or otherwise render it incapable of further or duplicate presentment, transmission, or deposit. You also agree never to represent the item. By using the Services, you agree to retain the check for a minimum of 60 calendar days from the date of the

deposit. During the time the retained check is available, you are responsible for the proper handling of the item and upon request, you must be able to promptly provide Ozarks Federal any retained item. After 60 days, you agree to destroy the transmitted item. It is your responsibility to ensure the item is retained safely and securely as well as disposed of properly.

17. Cooperation with Investigations: By using the Services, you agree to cooperate with Ozarks Federal in any investigation of unusual or suspicious transactions, substandard image quality during a transmission, and resolution of customer claims. This may include providing, upon our request, any originals or copies of items transmitted via the Service in your possession and your records relating to such items and/or transmissions.

18. User warranties and indemnification: You warrant to Ozarks Federal that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not re-present or re-deposit, negotiate, or otherwise transfer the original item.
- You will not transmit duplicate items.
- All information you provide to Ozarks Federal is true and accurate.
- You are not aware of any factor that may impair the collectability of any item transmitted.
- You will be compliant with this Agreement and all applicable rules, laws, and regulations.
- You agree to indemnify and hold harmless Ozarks Federal from any loss for breach of this warranty provision.

19. DISCLAIMER OF WARRANTIES: YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, 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 THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

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