

Mobile Banking Agreement

Green Bank, N.A. (“We” or “Us”) endeavors to provide you with the highest quality Mobile Internet banking available. This Agreement states our obligations with respect to our Mobile Internet banking service (the “Service”).

1. We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in internet availability. We will use diligent efforts to re-establish the Service as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If We choose to discontinue the Service, We will provide you with reasonable notice in advance of that fact.

2. You are responsible for providing your own hardware and software to access the Service. The hardware and software that you use may be subject to unauthorized tracking or other manipulation by “spyware” or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee functionality of the Service on all wireless devices.

3. You have the sole responsibility for maintaining the safety, security and integrity of the Mobile Device by which you access Mobile Banking. You agree not to leave the Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. Please contact Electronic Banking at **800-994-0640** as soon as possible if your mobile device is lost or stolen.

4. Fees:

- Personal Consumer Accounts: While we do not charge for the Service at this time, we reserve the right to charge for the Service in the future. If we choose to start charging for the Service, we will provide you with reasonable notice in advance of that fact.

- Business Accounts: \$15.00 monthly service charge. This could be charged by either a monthly service fee or through account analysis for our account analysis customers.

- For both Personal Consumer and Business accounts: You are also responsible, for the charges of your wireless service provider, if any, which are assessed for using the Service.

5. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

6. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

7. The accounts that you access using the Service are subject to the terms and conditions of the deposit agreement for those accounts and the terms and conditions for internet banking.

Remote Deposit Anywhere

We offer the ability for consumer remote deposit service (RDA). This service allows you to make deposits of checks (“original checks”) to your Green Bank Account(s) from remote locations by scanning the original checks and delivering the digital images and associated deposit information (“images) to us, or our processor, with your smart phone or other approved mobile device. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition (“MICR”) line on each check’ and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

Deposit Limits/Cut-off time: We reserve the right to establish and assign to you deposit limits for RDA (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 at the Bank's sole discretion and you agree to comply with such limits. Our current daily deposit limit is \$1,500.00 and the maximum monthly deposit limit is \$5,000.00. The current number of checks you may transmit each day is 5 with a maximum of 10 in one month. The cut-off time for deposits scanned through RDA is 7:00 pm CST. Deposits scanned before 7:00 pm CST will be available on the next business day.

Eligible items: All images processed for deposit through RDA will be treated as "deposits" under your current Terms and Conditions with us and will be subject to all terms of the Account Agreement.

You agree to scan and deposit only checks drawn on U.S. banks in U.S. dollars.

You agree that you will not use RDA to deposit:

- Checks which are stale dated (more than 6 months old) or post-dated (dated and payable at some point in the future);
- 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; or
- 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.

Endorsement and Procedures: You agree to endorse any item transmitted through RDA. Endorsement must be made on the back of the check within 1 ½ inches from the leading edge, although we may accept endorsements outside this space.

After you have verified the deposit has posted to your account (the following business day) securely store the original Check for 14 days and make the original check accessible to us at our request. Promptly after the 14-day retention period expires, you must destroy the original check by using cross-cut shredding or another commercially acceptable means of destruction. You agree that you will never represent the original check through RDA or transact the check by any other means. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Service may be terminated at the bank's discretion upon the occurrence of one or more of the following:

- duplicate deposits
- excessive attempts to exceed daily/monthly limits
- excessive overdrafts
- excessive return of deposited checks
- account closed or dormant
- customer no longer enrolled in online banking.

Please contact Electronic Banking at **800-994-0640** with any questions you may have regarding the above information and disclaimers.

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