

Retail Mobility

Terms & Conditions

Terms and Conditions: Plains Commerce Bank Mobile Banking

Plains Commerce Bank (“PCB” “we”, “our”, “us”, and “Bank”) offers customers (“you”, “your”, “user”) Mobile Banking. There are two methods used to access accounts using Mobile Banking. The methods are SMS text messaging and the Downloadable Application. By participating in Mobile Banking, you are agreeing to the terms and conditions presented here. Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not always be available. The reasons for the unavailability may be beyond the reasonable control of Plains Commerce Bank or any service provider.

How to Access Mobile Banking. Mobile Banking is only available once you have completed registration for Online Banking. To use SMS text messaging service, your mobile device must send and receive text messages to and from a short code. Use SMS Text Messaging to check account balances, review recent account activity and find ATM and branch locations. Message and Data rates may apply. Registration requires the user providing a mobile phone number and selecting SMS text messaging service. The mobile phone number’s verification is done by the user receiving an SMS message with a verification code that will have to be entered in Online Banking. You will be allowed to opt out of SMS text messaging at any time.

For help, text “HELP” to 31727. To cancel, text “STOP” to 31727 at any time. You’ll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages. In case of questions please contact customer service at 1.877.227.7548 or visit www.plainscommerce.com/contact-us/.

Participating Mobile carriers. Carriers include, (but are not limited to) AT&T, Sprint PCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

To use the Downloadable Application, user will provide a mobile phone number and select either the Google™ Play Store or Apple iTunes™ store within Online Banking. You will receive a text on your mobile device containing the link to the chosen store to download the app. Once the app is installed to your mobile device you may log on to your account. You must login to the Plains Commerce Mobile app utilizing your Online Banking Username and password.

Transfers initiated after 6:00 PM CST will be posted on the next business day. (We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify Mobile Banking at any time).

The Bank’s privacy policy may be viewed at plainscommerce.com/privacy-and-security/.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Plains Commerce 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”). Plains Commerce 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. Plains Commerce 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

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to transmit or disseminate (i) 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; (ii) any material or information that is false, misleading, or inaccurate; (iii) any material that would expose Plains Commerce Bank any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (iv) 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.

Unlawful Internet Gambling Notice. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking or the software. You agree you will take proper measures to maintain the confidentiality of any passwords, user codes or other methods of authentication implemented with respect to your use of Mobile Banking. You agree not to leave your mobile device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username/user ID, password or other access information to any unauthorized person. If you permit other persons to use your mobile device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize, and Plains Commerce Bank will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. All applications are provided by Bank's vendor and you shall have no ownership or interest in the application. Plains Commerce Bank makes no representation that any content or use of Mobile Banking or the software is available for use in locations outside of the United States. Accessing Mobile Banking or the software from locations outside of the United States is at your own risk.

Accessibility. Mobile Banking or the software may not be accessible or may have limited utility over some network carriers. You understand and agree that in order to use Mobile Banking; you must obtain and maintain, at your expense, compatible hardware. Your mobile service provider's standard service fees, such as text message fees, data fees, or similar charges, may apply to all transactions. In addition, Mobile Banking may not be supported for all mobile devices. We are not responsible for the functionality of any third-party hardware or applications you may need to use Mobile Banking. Plains Commerce Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Use of Electronic Mail (Email). If you need to report an unauthorized transaction from one of your accounts, you should not rely on sending the notice to us by email. Email transmissions through public or general email are not secure. We advise you not to send us or ask for sensitive or confidential information such as Account Numbers, Passwords, Account Information, etc. via any general or public email system. If you send the Bank an email message, the Bank will be deemed to have received it on the following business day.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES (Consumer Accounts only)

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the

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point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Online Banking. Types of transfers: You may access your accounts at www.plainscommerce.com and by using your Username and password to: (i) transfer funds from checking and savings to checking and savings (ii) make payments from checking and savings to loans (Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure, as disclosed separately.) (iii) get balance information about checking, savings, certificate of deposit, line of credit or loans (iv) get withdrawal history about checking, savings or line of credit (v) get deposit history about checking, savings, certificate of deposit or line of credit (vi) get transaction history about checking or savings.

Bill Pay. Types of transfers: You may access this service by computer at www.plainscommerce.com and using your Username and password or by accessing Mobile Banking. You may access this service to: make payments from your checking account(s) to third parties (Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure, as disclosed separately. You may make a payment to any merchant or individual that has a mailing address in the United States of America. Transactions cannot be greater than \$9999.00.) Bill Pay Payees must be created by logging into your Online Banking account; a bill payee cannot be set up through Mobile Banking App.

Mobile Banking. Types of transfers: You may access your accounts remotely with your Web-enabled mobile device and using your Online Banking Username, Password, may have to respond to multifactor authentication questions and Text messaging commands (available separately). You may use this service to (i) transfer funds from Checking or Savings to Checking or Savings (ii) make payments from Checking or Savings to Loans (iii) get balance information about checking, savings, line of credit, certificate of deposit or Loans (iv) get withdrawal history about checking, savings or line of credit (v) get deposit history about checking, savings, line of credit or certificate of deposit (vi) get transaction history about checking, savings, line of credit, or certificate of deposit. (vii) make mobile deposits. Your mobile service provider's standard service fees, such as text message fees, data fees, or similar charges, may apply to all transactions. Check with your service provider for information about these fees.

Limits and fees. Please refer to our fee disclosure for information about fees and limitations that may apply.

Periodic statements. You will get a monthly account statement from us for your Free Checking, Interest Checking, Choice Checking, Money Market, Choice Money Market, Savings account(s).

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (i) If, through no fault of ours, you do not have enough money in your account to make the transfer. (ii) If you have an overdraft line and the transfer would go over the credit limit. (iii) If the automated teller machine where you are making the transfer does not have enough cash. (iv) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer. (v) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. (vi) There may be other exceptions stated in our agreement with you.

Confidentiality. We will disclose information to third parties about your account or the transfers you make: (i) Where it is necessary for completing transfers; or (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (iii) In order to comply with government agency or court orders; or (iv) As described in our privacy policy disclosure, provided separately.

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Unauthorized Transfers (for consumer accounts only).

(1) Generally, tell us AT ONCE if you believe your card and/or code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your mobile device or code, you can lose no more than \$50 if someone used your code and/mobile device without your permission. Also, if you do NOT tell us within two business days after you learn of the loss or theft of your card, and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period. (2) Additional Limit on Liability for VISA® debit card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® debit card. This additional limit on liability does not apply to ATM transactions, or to transactions using your Personal Identification Number which are not processed by VISA. (Visa is registered trademark of Visa International Service Association.) (b) Contact in event of unauthorized transfer: If you believe your code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

Plains Commerce Bank Operations 524 S Dakota Street PO Box 1059 Aberdeen, SD 57402

Error Resolution Notice (Consumer Accounts Only). In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number (if any). Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (five business days if the transfer involved a point-of-sale transaction and twenty (20) business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (five business days if the transfer involved a point-of-sale transaction and twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless one of you already has an established account with us before the account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you have inquiries regarding your account, please contact us at:

Plains Commerce Bank Operations 524 S Dakota Street PO Box 1059 Aberdeen, SD 57402

Business Days: Monday, Tuesday, Wednesday, Thursday and Friday. Federal Holidays are not included.

Phone: (605)225-7548 or (877)227-7548



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MOBILE DEPOSIT- Your use of the Mobile Deposit Service (“Service”) described below shall be subject to the terms and conditions set forth in this section in addition to the Deposit Account Agreement and Disclosures provided to you at account opening and/or when you were approved for other services. The Bank agrees to provide the Mobile Deposit Service pursuant to the following terms and conditions. You agree that your acceptance of the terms and conditions and use of the Service is your Warranty as to all matters contained here. Please read this carefully and keep a copy for your records.

Commitment to Provide Mobile Deposit Service. This Service enables you to deposit checks via a mobile device into an eligible Plains Commerce Bank account from a remote location by taking a picture of the front and back of the check and delivering the images and associated deposit information to the Bank electronically. Any Plains Commerce Bank checking, savings, or money market account enrolled in Online Banking is eligible for this Service. Check Images will be transmitted to and processed by the Bank and then sent to the Federal Reserve Bank and/or a correspondent check clearing network, enabling you to clear your check deposits electronically as Images instead of physically transporting the checks to one of The Bank’s branch locations. Downloading of the Plains Commerce Bank Mobile app is required for the Mobile Deposit Service.

Rules. You and Plains Commerce Bank agree that the Mobile Deposit Service will be provided and utilized in compliance with all applicable laws, rules and regulations, as amended from time to time, including but not limited to the Federal Reserve Board Regulation CC (the “Check 21 Act”), the Federal Financial Institutions Examination Council (“FFIEC”) and inter-agencies (“Agencies”), Federal Trade Commission (“FTC”), the National Automated Clearing House Association (“NACHA”), the Expedited Funds Availability Act, and Article 3 and 4 of the Uniform Commercial Code as adopted in South Dakota (“Uniform Commercial Code”)(together the “Rules”).

Definitions. Unless otherwise defined, capitalized terms have the meanings provided in the Check 21 Act and the Uniform Commercial Code. Defined terms include the following: “Image” an electronic version of an original check, includes both the front and the back of the check. The Image must be both readable and re-producible. “Item” means a check, money order, cashier’s check, official check, U.S. Treasury check, or any other payment instrument drawn on a financial institution within the United States from a payer to you. An eligible Item includes only Items payable in US Dollars, Items dated within six months of the deposit date, and Items that are payable to you and not to any third party. An Item may be transmitted as either data or Image, when applicable, includes the electronic Image of both front and back of an Item, along with all other required information, in a format as specified by The Bank or any regulatory agency from time to time. “Payer” means a consumer or business which makes payments to you.. “Business day” means a day on which The Bank is open to the public for carrying on substantially all its banking functions. (Monday–Friday, except Federal Holidays)

Image Quality. The image of an Item transmitted to the Bank using the Service must be legible. The Images of the Items must comply with requirements established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and any other applicable regulatory agency, clearinghouse or association. It is your responsibility to ensure that every original Item imaged is a legible copy of the original Item when received by us. Any Image not legible will be rejected. To receive credit to your account, you must present either the original Item or resubmit another copy of the Item that is legible. Each electronic image of an item must provide all the information on the front and back of the item 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 item, MICR-line information, signature(s), and required identification written on the front of the item and any endorsements applied to the back of the item.

Endorsements. Endorsements must be made on the back of the check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. You warrant that prior to creating an Image, you will endorse the back of each Item properly by including all necessary signatures and “For Mobile Deposit only at Plains Commerce Bank” or “PCB”. We recommend you write “Mobile Deposit” and the deposit date in the Memo area on the front of each Item. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. If multiple payees are separated by the word “and” on the check, all payees must endorse the check

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for deposit. If multiple payees are separated by the word “or”, only one of the payees needs to endorse the check for deposit.

Availability and Settlement of Deposits. Credit availability or any holds placed on funds for each Item presented to us will be determined by our published Funds Availability Policy provided to you at account opening. Mobile Deposits are processed in the same manner as a paper deposit made in a branch and are NOT “electronic direct deposits” for purposes of funds availability. Generally, funds deposited through the Service are available to you on the first business day after the day we receive your deposit. Mobile Deposits transmitted to us after 4:00 PM CST on a business day or on a Federal Holiday will be processed on the next business day. You will receive an email if a hold is placed on any funds deposited. For more information, please refer to our Funds Availability Policy Disclosure.

Returned Deposits. As with any non-cash deposit, any credit to your account for Items deposited using Mobile Deposit is provisional. If Items deposited through this Service are dishonored, rejected or otherwise 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 Item will not be returned to you, but that we may charge back the amount of the Item and provide you with an Image of the Item, a paper reproduction of the Item or a substitute check. Without our approval, you shall not attempt to deposit or otherwise negotiate an Item if it has been charged back to you. Nonsufficient fund Items and uncollected funds will be returned to you within one (1) Business day of receipt, and your account will be charged accordingly. It is your responsibility to collect the funds from the payer for any Items returned.

Withdrawal of Access/Suspension of Mobile Deposit Services. We reserve the right to deny, suspend or revoke access to the Service immediately, in whole or in part, in our sole discretion, without notice, if you or your account(s) does not meet our eligibility requirements, or if we believe you are in breach of these terms or are otherwise using or accessing the Service inconsistent with the terms and conditions. We have the right to suspend or terminate the Service at any time if you are in violation of any of the terms and conditions. We also have the right to suspend the Service immediately in the event of an emergency or in the event of a natural disaster. We reserve the right to change the Service at any time without giving notice to you.

Maintenance, Storage, Retention, and Destruction of Original Items. It is your responsibility to take a picture of the front and back of each original Item, prepare the Item for transmission to us, view the Deposit History Icon on your mobile device, and store the original Items in a secure location for a minimum of 30 days. You should then destroy the original Items through a commercially reasonable method, such as cross-cut shredding. You must also ensure that no original Item for which an Image is transmitted to us will be deposited into any other bank, causing funds to be debited twice from the payer’s account. Upon request, you will deliver to us within 10 calendar days, at your expense, the requested Item in your possession. If not provided in a timely manner, the funds will be reversed from your account.

Dollar Limits The total aggregate amount you will be able to deposit each business day is \$5,000.00. The total amount per Item you will be able to deposit each business day is \$5,000.00. You understand that the Bank may set limits, in its sole and absolute discretion, on the dollar amount of all Items that can be transmitted to us per specified period, and the amount of a specific Item that can be transmitted to us per specified period. The Bank may review and change these limits at any time. If you attempt to initiate a deposit higher than these limits, we may not receive your deposit. If we permit you to make a deposit higher than these limits, such deposit will still be subject to the same terms and conditions, and we will not be obligated to allow such a deposit at other times. We are not responsible for any losses incurred as a result of rejecting deposits you have made through this Service which exceed your deposit limits.

Security of Images When Transmitted. It is your responsibility to secure the transmission of the Images between you and us by securing your mobile device and utilizing passwords, user codes or other methods of authentication as required by the application.

Processing of Items. Images of original Items transmitted by you and received by us by 4:00 PM CST on a Business Day will be posted to your account on the same day. Items received by us after 4:00 PM CST on a Business Day or received by us on a day that is not a Business day may not be posted to your account until the next Business day. If, at any time, our Mobile Deposit Service is not functioning properly, you agree to make deposits at one of our branch locations.

Your Warranties and Other Agreements. You make the following warranties, representations, agreements, and

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acknowledgments: Item Warranties. You warrant to us each of the warranties set forth in Article 4 of the Uniform Commercial Code as adopted in the State of South Dakota.

Presentment. You warrant you will not deposit the original Item and no person will receive a transfer, presentment, or return of, or otherwise you will be charged for the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item that has already been paid. You warrant you will submit an accurate and clear Image of the front and back of each original Item to us only one time, unless otherwise requested.

Equipment and Application Requirements. You understand and agree that to use this Service, you must obtain and maintain, at your expense, compatible hardware, such as a mobile device with a camera, and connectivity for transmitting the Images. You also warrant you will install the required application, and that you will utilize the application to access the Service Mobile Deposit Service in accordance with its license agreement. All applications are provided by the Bank's vendor, and You shall have no ownership or interest in the application. We are not responsible for the functionality of any third-party hardware or applications you may need to use this Service.

Authorized Personnel. You warrant no other individual will be allowed to have access to your mobile device, or to the original Items and to initiate the transfer of Images of Items to us, unless the individuals are authorized to do so by you, and under proper supervision. You are responsible for all Images received from your mobile device, as well as transactions initiated with your mobile device, passwords, user codes or other methods of authentication.

Minimum Security Procedures. You will implement passwords, user codes or other methods of authentication as required by the application. You agree to be bound by any orders, entries, or transmittals, whether authorized or not, that are issued in your name and accepted by us in compliance with the security procedure you choose.

Reliance. You agree that we may or may not be required to process each Image you transmit, whether or not the Image is accurate, and whether or not the Image was transmitted to us by one of your authorized representatives.

Amendment. You agree that we may change the terms and conditions at any time with or without your consent. For example, we may add, delete, or amend terms of the Mobile Deposit Service. We will notify you of such changes by mail or electronic message. If you initiate any Mobile Deposit functions after the effective date of change, you indicate your agreement to the change.

Contact. You authorize us to contact you via your wireless or mobile device for any purpose concerning your accounts at the Bank, including but not limited to account servicing and collection purposes.

Notify Us of Errors or Discrepancies. You agree to promptly review each account statement and notify us of any errors. All deposits made through the Service will be deemed to be correct unless you notify us of any errors in your deposits. You must notify us no later than 30 days from the date on which the statement containing the problem or error was sent or first made available to you. If you do not notify us within 60 days from the date that your statement was sent or first made available, you may not be compensated for any losses.

Fees. You agree that we may implement or change fees for the Mobile Deposit Service from time to time. You agree to pay us fees we may implement and charge for the Mobile Deposit Service based upon written or electronic notification provided to you; to pay all fees that wireless providers may assess; to comply with all limitations or restrictions on or for use of the Mobile Deposit Service. You agree that you are solely responsible for all such fees, limitations, and restrictions.

Indemnification. You agree to indemnify, defend and hold us harmless from any losses and all claims, liabilities or expenses, whether direct or asserted by a third party against us, (including interest, attorneys' fees and expenses of any legal proceedings) for (i) the alteration of any Item presented by you, (ii) data, instructions or information that is inaccurate or inadequate, (iii) any action taken or not taken by us within the scope of our authority in processing an Item, (iv) any warranty, indemnity obligation or re-credit required to be made or given by us with respect to an Item under applicable Rules, (v) any breach by you or your employees or agents of any of your obligations under the terms and conditions, and (vi) any act or omission (including without limitation, the amount, accuracy, timeliness of transmittal

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or authorization of any Image received by us using your passwords, user codes or other methods of authentication) in connection with the Mobile Deposit Service by you, your employees, agents or any other person, including, without limitation, any correspondent bank, Federal Reserve Bank, NACHA member, SWIFT member, clearinghouse, transmission or communications facility and no such person may be deemed our agent.

Deposit Liability and Limitations. We will be responsible only for performing the Service provided in the terms and conditions. The Bank's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in the terms and conditions, are exclusive. Any application provided by The Bank and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the Service, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose. We make no warranty that the Service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from the Service will be accurate or reliable, and (iv) that any errors in the Service or technology will be corrected. Except as otherwise required by applicable law, It will be liable to you for your actual direct damages, including interest, but only to the extent such damages are the direct result of our gross negligence or willful misconduct in performing the Mobile Deposit Service.

Reliance. In the performance of the Service, we will be entitled to rely solely on the information, representations and warranties provided by you pursuant to the terms and conditions and will not be responsible for the accuracy or completeness thereof.

Relief from Liability. Without limiting the general nature of the provisions above, and unless otherwise required by applicable law, in no event will we be liable for any of the following: (i) If you have not complied with this Agreement or have not properly followed the instructions on how to authorize an Entry; (ii) If your mobile device or the application is not working properly; (iii) If the internet service or communications facility is not able to transmit your Mobile Deposit to us; or (iv) If our online services were not working properly and you knew of or were advised about the malfunction prior to submission of your Mobile Deposit to us.

Manage Cards Additional Terms. The following supplemental Terms and Conditions ("Supplement") applies to the card controls feature ("Manage Cards") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Manage Cards. If Manage Cards is not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms and conditions and this Supplement with respect to Manage Cards, then the terms in this Supplement shall apply.

1. The Manage Cards feature is only available for debit cards issued by Plains Commerce Bank that you register within the Mobile Banking App.
2. The Manage Cards alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Plains Commerce Bank to discontinue the alerts and controls.
3. Certain Manage Cards functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Manage Cards may enable access to Plains Commerce Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Plains Commerce Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time

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without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

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

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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

Plains Commerce Bank Alerts Terms and Conditions

Alerts. Your enrollment in Plains Commerce Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Plains Commerce Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Plains Commerce Bank reserves the right to terminate its alerts service at any time without prior notice to you.

Retail Mobility

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

Alerts via Text Message. To stop alerts via text message, text “STOP” to 41952/31727 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Plains Commerce Bank Online Banking. For help with SMS text alerts, text “HELP” to 41952/31727. In case of questions please contact customer service at 877.227.7548. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

Amendments and Termination. You agree that we may change any section of the terms and conditions at any time with or without your consent. For example, we may add, delete or amend terms. We will notify you of such changes by mail or electronic message. If you initiate any Mobile Deposit functions after the effective date of change, you indicate your agreement to the change. Plains Commerce Bank reserves the right to terminate Mobile Banking, in whole or in part at any time with or without cause and without prior written notice as allowed by Law. In the event you provide a termination notice, Plains Commerce Bank may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. Plains Commerce Bank also reserves the right to suspend Mobile Banking either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion including if a security breach has been attempted or has occurred. Plains Commerce Bank may consider repeated incorrect attempts to enter your Password as an indication of an attempted security breach. Termination of Mobile Banking does not affect your obligations under this Agreement in respect to occurrences before termination.

Cancellation. To cancel the Mobile Banking service, you must notify Plains Commerce Bank and provide your name, address, and the effective date to stop Service. You may notify Plains Commerce Bank by one of the following methods:

- By calling 1-877-227-7548, Monday through Friday from 8:00 AM CST to 5:00 PM CST, excluding federal holidays.

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- Send secure message using online banking
- By writing a letter and sending it to the following address: Plains Commerce Bank Attention: E-Services, 524 S Dakota St, Aberdeen, SD 57401

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.

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

Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

Mobile Banking Safety Tips

1. Invest in an antivirus application for your mobile device to help protect you when downloading apps or mobile content.
2. Never provide personal identification or banking information over your mobile device unless you initiate the contact and you know that you're dealing directly with your bank.
3. Never share your password, account number, and answers to secret questions. Don't save this information anywhere on your mobile device. Avoid lending your mobile device to strangers.
4. Never set the app, web or client-text service to automatically log you in to your bank account. If your mobile device is lost or stolen, someone will have free access to your money.
5. Set the mobile device to require a password to power on the handset or awake it from sleep mode.
6. Remember, your bank would never contact or text you asking for personal or banking information. Assume any unsolicited text request is fraudulent. Giving this information places your finances and privacy at risk.
7. Immediately tell your mobile network provider and your bank if you lose your mobile device.
8. Hot spots & public wireless local area networks (Wi-Fi) are not secure and your credentials could be compromised.
9. If you acquire a new mobile device, please uninstall the mobile application prior to changing and/or upgrading your device.

Member FDIC

4/14/2020; 6/17/2021; 4/1/2026

Contact Us