

MOBILE BANKING AGREEMENT

TENNESSEE STATE BANK NETTELLER ONLINE BANKING AGREEMENT ADDENDUM

I. Introduction

Tennessee State Bank endeavors to provide You with the highest quality Mobile Banking (the "MBSERVICE") available. By enrolling in the MBSERVICE, You agree to all the terms and conditions contained in this Tennessee State Bank Mobile Agreement (the "MBAgreement"). The MBAgreement should be read in conjunction with the Tennessee State Bank ("TSB") NetTeller Online Banking Agreement (the "NTAgreement") and all other disclosures, terms and agreements associated with Your account(s). All applicable terms and conditions of the NTAgreement apply to the MBAgreement as if included herein. We may offer additional MBServices and features in the future. Any such added MBServices and features will be governed by the MBAgreement, NTAgreement and by any terms and conditions provided to You at the time the new MBSERVICE or feature is added and/or at the time of enrollment for the feature or service, as applicable. From time to time, We may amend these terms and modify or cancel the MBServices We offer without notice, except as may be required by Law. By Your use or by You permitting another person to use the Service, You agree to abide by the terms and conditions of this or any subsequent MBAgreement and NTAgreement, as modified from time to time. You should refer to the most current NTAgreement available at www.tnstatebank.com.

II. Definitions

As used in this MBAgreement for the MBSERVICE, the following words have the meanings given below:

"Account(s)" or "Account Information" means Your eligible Tennessee State Bank checking, savings, loan, certificate of deposit or safe deposit box information and other Tennessee State Bank products that can be accessed through Mobile Banking.

"Bank Documents" shall mean all applicable account agreements such as signature card contracts and loan documents, Disclosures, rates, and fee schedules provided by the Financial Institution in Your new account packet as each may be modified from time to time.

"Device" means a supportable mobile device including a cellular phone or similar device with access to a Web-enabled service whose network allows secure 256-bit SSL encryption, and is also capable of receiving SMS (short message service) text messages and email notifications in addition to normal voice communications. Your wireless carrier may assess You fees for data or SMS text messaging services. Please consult Your wireless plan or provider for details.

"Good Standing" means an account where no collection action has been required, overdrafts or Bounce balances are paid in a timely manner and in accordance with agreements, all required Bank documents and account signature contracts are current, accurate and in possession of the Bank, no significant changes have occurred to the account ownership or signors of which the Bank has not been apprised.

"Mobile Banking" means the MBSERVICE accessible from the Device which You have registered with Us in accordance with and as described in the MBSERVICE Agreement, NTA Agreement and accessed through approved applications noted in the MBSERVICE Agreement.

"You" and "Your(s)," means or refers to (i) each and every person who now or hereafter is an account holder or owner with respect to or has any interest in the account(s) tied to this MBSERVICE including those noted as authorized signers and (ii) each and every person who now or hereafter subscribes to or uses any service including without limitation any person permitted by You to use this MBSERVICE.

"We," "Us," and "Bank" means Tennessee State Bank.

Other definitions are included in the NTA Agreement and Bank Documents applicable to Your services and accounts.

III. Mobile Banking Service

A. Description of Service. MBSERVICE is offered as a convenience and supplemental service to our TSB NetTeller Online Banking services. It is not intended to replace access to our online banking service from Your personal computer or other methods You use for managing Your accounts and services with Us. MBSERVICE allows You to access Your Tennessee State Bank account information, make payments to established payees, transfer funds and conduct other banking transactions. To utilize the MBSERVICE, You must be enrolled to use TSB NetTeller Online Banking and then activate Your Device within the TSB NetTeller Online Banking system. The MBSERVICE is phone device agnostic. It works with any web-enabled mobile phone device whose network allows secure 256-bit SSL encryption technology. You may access Our MBSERVICE from the Bank's URL with the phone's Web browser (<https://www.airteller.com/TNSTATEBANK>). The Mobile Banking app can also be used for MBSERVICE but is only available for Apple® phones, tablets and Android™ phones and tablets. However, the Mobile Banking app is required for Mobile Check Deposit. More information about Tennessee State Bank's MBSERVICE is available on Our website at www.tnstatebank.com.

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 MBSERVICE. We may also reserve the right to modify the scope of the Service at any time. You will be notified of any restrictions electronically. You are responsible for updating Your email address, cell phone number and service provider information in TSB NetTeller Online Banking. Although the system will require verification for your email address every 6 months, Your correct cell phone number and service provider will have to be updated in the event of a change in order for Your MBSERVICE to work.

MBSERVICE may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Tennessee State 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.

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 Services 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.

B. Use of Service. We may modify the Service from time to time at our sole discretion. In the event of any modifications, You are responsible for making sure You understand how to use

MBSERVICE as modified. You also accept responsibility for making sure that You know how to properly use Your Device and We will not be liable to You for any losses caused by Your failure to properly use the Service or Your Device. You should refer to the most current MBAgreement to determine current requirements or restrictions. The most recent MBAgreement can be found at www.tnstatebank.com under Online Services > Mobile Banking > Mobile Banking Agreement. Your initial and continued use of the Service constitutes Your acceptance to be bound by all the terms and conditions of this MBAgreement and by the Bank Documents, as modified from time to time and acknowledges Your receipt and understanding of this or any subsequent MBAgreement. In the event that the MBAgreement is modified, a new MBAgreement will be presented at account sign on and must be read and accepted prior to continuing use of the MBSERVICE.

C. Other Agreements. You agree that, when You use MBSERVICE, You remain subject to the terms and conditions of Your existing agreements with any unaffiliated service providers, including, but not limited to, Your mobile service provider and that this MBAgreement does not amend or supersede any of those agreements. You understand that agreements with unaffiliated service providers may provide for fees, limitations and restrictions which might impact Your use of MBSERVICE (such as data usage or text messaging charges imposed on You by Your mobile service provider for Your use of or interaction with MBSERVICE), and You agree to be solely responsible for all unaffiliated service provider fees, limitations and restrictions. You agree that only Your mobile service provider is responsible for its products and services. Accordingly, You agree to resolve any problems with Your provider directly without involving Us. You warrant to Us that neither this MBAgreement nor any transaction contemplated by it will violate any currency exchange control regulations, economic or other sanctions regulations or any other legal restrictions applicable to You or to any other the transactions that will be made through Your Accounts under this MBAgreement. You acknowledge and agree that certain transactions under this MBAgreement may be subject to regulations issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury. You further acknowledge and agree that if any transaction under this MBAgreement involves the payment of funds to a person or entity listed on OFAC's lists (SDN, FSE, Sanctions and other government listings) We shall have the right to suspend the transaction and block the funds as indicated by OFAC.

D. Fees. Tennessee State Bank currently offers the benefits and convenience of the MBSERVICE to You at no charge. However the Bank reserves the right to assess a fee for the MBSERVICE in the future. Your service provider/wireless carrier may charge for text messaging, Web access, data transfer and other related services. Check with Your carrier for information about any fees that might be imposed.

E. Unauthorized Access. You should notify Us immediately if any component of Your Authentication has been or is suspected to be compromised. We will treat all instructions received via MBSERVICE as authorized by You unless You provide notification as required in this MBAgreement. Authentication components include Your User ID, password, and security question and answer pairs, or security image. Please see G. Authentication for additional information.

F. Cancellation of Service. You may cancel Your participation in the MBSERVICE from within TSB NetTeller Online Banking. We reserve the right to cancel the MBSERVICE at any time without notice and with or without cause. We may also suspend Your access to the MBSERVICE at any time without notice for any reason, including but not limited to, Your failure to use this Service for a period of six (6) months or Your failure to maintain Your accounts in good standing. If We terminate Your enrollment in the Service, any scheduled transfer or bill payments will not be processed. Neither termination nor discontinuation shall affect Your liability or obligation under this MBAgreement.

G. Authentication. In order to make Your MBSservice experience as secure as possible, You should safeguard all Authentication components and alert Us if You believe a compromise has occurred. You will not be asked by Tennessee State Bank personnel to disclose Your password.

Tennessee State Bank has implemented strong password controls and multifactor authentication. All new TSB NetTeller Online Banking/MB Service Users are assigned a TSB NetTeller Online Banking User ID and Initial Password.

Your TSB NetTeller Online Banking User ID is a unique number utilized to identify You as a TSB NetTeller Online Banking client. You may change Your TSB NetTeller Online Banking User ID to a Pseudo Name. The Pseudo Name must be safeguarded in the same manner advised for Your TSB NetTeller Online Banking User ID.

You are required to establish a new Password upon first login to TSB NetTeller Online Banking. Your Password is required to be a minimum of 8 characters. Alpha, numeric and at least one special character are required to be used in establishing Your password. Your password should be unique and for Your added security should not include any portion of Your TSB NetTeller Online Banking User ID, deposit or loan account number(s), phone number(s), date of birth, social security number, or Your name. For Your protection, You will be prompted to change passwords every 180 days.

You are required to select and provide responses to three "challenge" questions as an Authentication component. You may be asked to answer the questions You select from time to time if You are Banking from a new location or Device or if the activity requested seems out of the ordinary for You.

You must select a security image. Once selected, the security image will appear each time You enter Your TSB NetTeller Online Banking User ID and prior to entry of Your password. If the security image that appears is not the security image You have chosen, do not enter Your password. Verify that the TSB NetTeller Online Banking User ID is entered correctly and confirm the security image is correct before proceeding. Contact Us for assistance if You believe You have entered Your TSB NetTeller Online Banking User ID correctly yet You are still seeing the wrong security image.

IV. Permitted Mobile Banking Transfers

You may use the MBSservice to transfer funds between Your eligible Tennessee State Bank accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile Banking.

If You submit Your transfer request prior to the deadline established by Us for MBSservice, You will initiate an immediate Internal Transfer via MBSservice. Transfer transaction requests received after 5:00 p.m. ET on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.

The Current Balance and Available Balance are both displayed on the MBSservice. The Current Balance is the total amount of funds in Your account at the beginning of the business day. The Available Balance includes pending transactions to Your Account which may include automatic payments or deposits made electronically or checks or other items presented for payment. If Your account has No Bounce Advantage™, any amount available will be included in the Available Balance. If You did not opt-in for using Your No Bounce Advantage™ for ATM and one-time (or everyday) debit card transactions, No Bounce Advantage™ funds are not

available for use. Transactions that result in Use of No Bounce Advantage™ will be assessed a \$30 overdraft fee in accordance with the No Bounce Advantage™ Disclosure.

We may process transfers that exceed Your Available Balance at our sole discretion. If We process the transfer and the transfer utilizes funds from Your “No Bounce Advantage”™ overdraft limit, You agree to cover the amount of the transfer, any overdraft item fees and any other applicable fees. If the overdraft limit is provided via a Line of Credit through Your Tennessee State Bank credit card, the fees for that service will apply. (Please refer to Your credit card agreement.) Transactions may not be processed in the order in which they occurred, and the order in which transactions are received by the Bank and processed can affect the total amount of overdraft item fees or return item fees You may incur. You may be charged returned item fees if there are insufficient funds in Your account and the item is returned unpaid by Us. Your account is subject to overdraft item fees for, including but not limited to, any paper item presented and paid on Your behalf as a result of an action or transaction using our Bill Payment Services, if said action or transaction is presented against an account containing insufficient funds. Your account may be subject to overdraft item fees if an overdraft is created by in-person withdrawal, ATM withdrawal, the return of items deposited unpaid, the deposit of items not immediately available, or other electronic transactions such as POS, Internet Banking transfer or Bill Payment transactions.

Your account is subject to stop payment fees for any stop payment originated through our Services. You may also be charged quarterly savings subsequent withdrawal fees for withdrawals over the number of withdrawals allowed each quarter, pursuant to Your account agreements. Refer to the current Fee Schedule for the amounts of these charges and other fees that may apply.

MBSservice transfers made from savings or money market accounts will be considered a limited transaction in accordance with Federal Regulation D. You should refer to the Transaction Limitations Disclosure that You were given at account opening.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option. You agree to confirm the completion of each transfer in Your account balance and transaction history before withdrawing transferred funds.

V. Your Responsibilities

You represent and agree to the following by enrolling for the MBSservice:

A. Account Ownership/Accurate Information. You represent that You are the legal owner of the Accounts and other financial information which may be accessed via MBSservice. You represent and agree that all information You provide to Us in connection with MBSservice is accurate, current and complete, and that You have the right to provide such information to Us for the purpose of using MBSservice. You agree not to misrepresent Your identity or Your account information. You agree to keep Your account information up to date and accurate. You represent that You are an authorized user of the Device You will use to access MBSservice.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of Your account and transactions when using MBSservice. You agree not to leave Your Device unattended while logged into MBSservice and to log off immediately at the completion of each access by You. You agree not to provide Your username, password or other Authentication components to any unauthorized person. If You permit other persons to use Your Device, login information, or other means to access MBSservice, You are responsible for any transactions they authorize and We 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.

We make no representation that any content or use of MBService is available for use in locations outside of the United States. Accessing MB Service from locations outside of the United States is at Your own risk.

C. In addition. You agree to contact Your mobile service provider about a lost or stolen device, You agree to notify Us immediately if Your mobile device is lost, stolen, or if Your TSB NetTeller Online Banking User ID, password, security question answers or security image has been compromised or if You believe someone has made unauthorized transactions or in any way accessed Your account(s) in accordance with the applicable NTAgreement. Contact Us at 865.908.5779 to report any incidence above or come by any of our 15 branch locations. You may also send Us a secure email through Your TSB NetTeller Online Banking account. It is advised that You immediately change Your password in any situation where You suspect unauthorized access has occurred. You should change Your password periodically and may change it at any time by accessing Your TSB NetTeller Online Banking account and changing the password under the Options tab.

D. Use of Authorized Application ("App"). You agree if You choose to use an App in conjunction with accessing MBService that You ensure prior to download that the developer name and Bank name, Tennessee State Bank is displayed in both areas. The Bank's APP name is Tennessee State Bank Mobile but it is recommended that You refer to the Bank's website under the Online Services tab, Mobile Banking page for links to the Bank's app. Use of any other App or download from any other source could compromise Your device's security and in turn allow unauthorized access to Your accounts. We will not be liable for any liability resulting from an App downloaded and used from the authorized App store or any other location.

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

F. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access Your account information. You agree not to make any commercial use of MBService or resell, lease, rent or distribute access to MBService.

G. Indemnification. Unless caused by our intentional misconduct or gross negligence, You agree to indemnify, defend and hold harmless Tennessee State Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the MBService; (b) Your violation of any law or rights of a third party; or (c) Your use, or use by a third party, of MBService.

H. Consent to Electronic Delivery of Notices. You agree that any notice or other type of communication provided to You pursuant to the terms of this MBAgreement and other associated agreements and any future disclosures required by law may be made electronically

by posting the notice on the Website or at our option by e-mail or by SMS text message. You further agree to notify Us immediately of any change to Your e-mail address, phone number, or mobile service provider by updating Your TSB NetTeller Online Banking Options. You agree that posting or providing of any notice or other type of communication required by this MBAgreement or any associated agreement and any future disclosures as described shall constitute full notice to You.

VI. Mobile Check Deposit

A. Terms and Definitions. The following terms and definitions apply with respect to Mobile Check Deposit Service:

“Check Retention Period” is the period of time an item should be kept or “retained” in paper format. At the termination of the retention period, the document is usually destroyed. Please refer to P. Storage, Security and Destruction/Disposal of the Checks for more information.

“Consumer” is a natural person who has successfully subscribed to TSB NetTeller Online Banking and MBSservice and that maintains personal account(s) primarily for personal, family or household purposes and for which check deposits are within Deposit Limits.

“Mobile Check Deposit” (“MCD”) is a feature that allows eligible and approved Consumer and Small Business clients that have successfully subscribed to TSB NetTeller Online Banking and MBSservice to make check deposits electronically to a designated account by using a camera-enabled mobile device capable of capturing and transmitting check images through a wireless service.

“Prohibited Check(s)” means a check or other items that You are not permitted to scan and transmit using Mobile Check Deposit. Please refer to G. Eligible Items for more information.

“Repeated overdrafts” refers to on six or more banking days within the preceding six months, the account balance is negative, or the account balance would have become negative if checks or other charges to the account had been paid; or on two or more banking days within the preceding six months, the account balance is negative, in the amount of \$5,000 or more, if checks or other charges to the account had been paid.

“Small Business” is a person or entity who has successfully subscribed to TSB NetTeller Online Banking and MBSservice and that maintains Business account(s) for primarily Business or commercial purposes and for which check deposits are within Deposit Limits.

B. Description of Mobile Check Deposit. Mobile Check Deposit (MCD) is a feature that allows eligible and approved Consumer and Small Business clients that have successfully subscribed to TSB NetTeller Online Banking and MBSservice to make check deposits electronically to designated accounts by using a camera-enabled mobile device capable of capturing and transmitting check images through a wireless service. Customer must use the Tennessee State Bank Mobile App in order to use Mobile Check Deposit. The official App can be found at the Bank’s Website (www.tnstatebank.com/mobileservices).

C. Eligibility Requirements. Mobile Check Deposit is available to Consumer and Small Business clients that have successfully subscribed to TSB NetTeller Online Banking and MBSservice may be eligible for approval to utilize MCD if:

- You meet the definition of either a Consumer or Small Business account holder.
- Your Tennessee State Bank designated deposit account (checking or savings) has been opened for a minimum of 30 days.

- You have not been 60 days delinquent on any loan with Tennessee State Bank.
- You do not have charged-off loans or deposit accounts with Tennessee State Bank.
- You are at least 18 years of age.
- You have no history of repeated overdrafts on deposit accounts with Tennessee State Bank.
- You have a camera-enabled mobile device or smart phone (iPhone®, iPad®, Android™ or Android tablets and subscribe to wireless services that permit internet access.

Your eligibility requirements for MCD continue during Your use of the service and may be terminated in the event that the Bank becomes aware of any delinquency on Tennessee State Bank loans, charged off loans, deposit accounts or repeated overdrafts on deposit accounts at Tennessee State Bank.

D. Hardware and Software Requirements. MCD requires a mobile device with a camera (Smart Phone, iPhone, iPad or Android,). The following are components necessary for an MCD installation.

Hardware: One of the following camera-enabled mobile devices is required for MCD:

- Apple® phones and tablets
- Android™ phones and tablets

Software: One of the following operating systems is required for MCD:

- 2 levels of Apple iOS®, currently 8&9
- 3 levels of Android, currently Jelly Bean, KitKat, and Lollipop

Wireless Service Provider: You must subscribe to the Internet and/or phone Services through a wireless service provider.

We recommend that You routinely update Your antivirus software, apply all security patches for Your operating system, and activate all other security features available on Your mobile device.

E. Email Fraud. You acknowledge and agree that it is Your responsibility to protect yourself and to be vigilant against email fraud and other Internet frauds and schemes (including without limitation, fraud commonly referred to as phishing). You acknowledge that We will never contact You by email in order to ask for or verify account numbers, access credentials, or any sensitive or confidential information. In the event You receive an email or other electronic communication that You believe or have reason to believe is fraudulent You agree not to respond to the email, provide any information to the email sender, click on any links in the email or otherwise comply with the instructions in the email. You agree that We are not responsible for any losses, injuries, or harm You may incur as a result of any electronic email or Internet fraud subject to the requirements of applicable law.

F. Deposit Limits. The Bank reserves the right to establish and assign to You deposit limits for Mobile Check Deposit (including limits on the dollar amount and/or number of checks that You may transmit through the MBSservice each day and or each month) and to modify such limits from time to time in the Bank's sole discretion, and You agree to comply with all such limits. In the event that You attempt to make a deposit in excess of these limits, Your deposit will not be accepted and a message will display on Your mobile device that the deposit has failed due to Your deposit limit being exceeded. . Once the Mobile Check Deposit Application has been reviewed and approved, You will receive an email from the Electronic Banking Department confirming Your enrollment acceptance in Mobile Check Deposit. If at any time You would like to request an increase to the established Consumer or Small Business limits, a revised MCD Application will be required. Please visit any branch location or request a form to be mailed or

emailed to You. You will receive an email from the Electronic Banking Department informing You if your deposit limit increase has been accepted or rejected.

Consumer Limits for MCD:

Consumer Tier:

Daily Check Limit	3 items
Daily Deposit Amount Limit	\$ 2,500.00
Monthly Check Limit	10 items
Monthly Deposit Amount Total Limit	\$ 5,000.00

Small Business Limits for MCD:

Small Business Tier:

Daily Check Limit	5 items
Daily Deposit Amount Limit	\$ 5,000.00
Monthly Check Limit	50 items
Monthly Deposit Amount Total Limit	\$ 20,000.00

All transactions will be set to "REJECT" if they fall outside the established deposit limits. You will receive a message on Your mobile phone stating that the deposit has failed because the deposit limit has been exceeded. You will then be informed to contact Your financial institution.

G. Eligible Items. You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC") and the checks that are eligible for deposit in this MB Agreement. You agree that the image of the check transmitted shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that You will not use the Service to make any remittance of funds on behalf of a third party. You agree that You will not use Mobile Check Deposit to deposit any of the following types of prohibited checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration 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 is drawn.
- Checks that the customer suspects or knows is fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this MB Agreement.
- Checks that have previously been submitted through the MBS Service or through a remote deposit capture service offered at this or any other financial institution.

- Digitally scanned, photocopied or otherwise duplicated versions of checks.
- Checks or items drawn or otherwise issued by You or any other person on any of Your accounts or any account on which You are an authorized signer or joint account holder.
- Any check that is drawn on or otherwise issued by the U.S. Treasury Dept.
- Any check that is a money order, cashier's check or traveler's check.

We reserve the right to reject or void any check or item transmitted by MCD that violates this MB Agreement or is otherwise not acceptable under the terms on Your account. Submission of ineligible items (duplicate deposits, fraudulent checks, charged back deposit items, etc.) may result in termination of MCD for You.

H. Endorsements. Tennessee State Bank only accepts blank and restrictive endorsements. Each check transmitted through Mobile Check Deposit must bear all required and authorized signatures. Each check transmitted through Mobile Check Deposit must bear the signature of each named payee on the back of the item. 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. Any loss We incur from a delay or processing error resulting from an irregular endorsement or other markings by You will be Your responsibility. For a check payable to You and any joint owner(s) of Your account, the check must be endorsed by all such payees and You may only use Mobile Check Deposit to deposit such check into an account jointly owned by all such payees. If the check is payable to You or Your joint owner, either of You can endorse it. If the check is made payable to You and any non-joint owner, You may not deposit the check into Your account using Mobile Check Deposit. You agree that You will apply no special, qualified or conditional endorsements to any check in connection with Your use of the service except as directed in this section. Definitions of endorsements are as follows:

- Blank Endorsement: Simplest endorsement, consisting only of the holder's signature.
- Restrictive Endorsement: Endorser includes a restriction on how the paper may be used by transferee. The most common wording is "For Deposit Only." The Bank must apply the check to the holder's deposit account.
- Special Endorsement: Endorsement names the next holder and requires their endorsement for further negotiation.
- Qualified Endorsement: Endorser attempts to escape general liability if the negotiable instrument is dishonored. Wording might include the words "without recourse."
- Conditional Endorsements: Endorsement limits payment of a check to a time when a stated condition is met.

The Bank will include a virtual endorsement at processing which will contain the following information below Your endorsement:

- For Remote Deposit Only
- Tennessee State Bank
- 064201968
- Date of Deposit

If you do not supply any endorsement on the back of the check, you will be presented with a message stating that the deposit has failed; Could not find endorsement on back of check; please make sure check is endorsed by all payees and retake photo.

I. Check Requirements (including image quality). The image of an item transmitted to the Bank using Mobile Check Deposit must be legible and contain images of the front and back (including all four corners) of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time of an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check). You agree that We are not responsible or liable to You for images that are dropped during transmission, which We do not receive or that are intercepted or altered by or misdirected to any unauthorized third party. You assume the risk that any check image or information from a check image may be intercepted or misdirected during transmission Bank has sole and absolute judgment regarding legibility.

J. Processing Your Deposit(s)/Cut-Off Time. When You submit a check through Mobile Check Deposit, We use systematic methods to review and verify the item for acceptance. Once this initial review has been completed, the system will generate an e-mail confirmation of submission or rejection to You. If You submit Your item(s) to Us before 5:00 p.m. Eastern Time (the "Cut-Off Time") on any Business Day, We shall generally process Your item(s) on that Business Day. If You submit Your item(s) to Us after the Cut-Off Time, or Your e-mail confirmation of submission is generated after the Cut-Off Time on any Business Day, We shall process Your item(s) on the next Business Day. Submission of an item for processing does not guarantee that the deposit will not be rejected after further review, as described below.

Our Business Days are Monday through Friday, excluding Federal holidays and any other day that We are not actually open.

K. Availability of Funds. You agree that items transmitted using Mobile Check Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. It is our general policy to allow You to withdraw funds deposited into Your account on the first business day after We receive the deposit. In some cases, We may delay Your ability to withdraw funds beyond the first business day. Then, the funds will generally be available by the second business day after the day of deposit. We may hold the funds up to seven business days from the date of the deposit and a notice will be sent to You if a hold is placed on any deposited funds. Holds may be placed on items that have been submitted but not processed at end of day.

L. Rejection of Deposits. You agree that all deposits received by Us are subject to verification and final inspection and may be rejected by Us in our sole discretion, and You shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against You due to the Bank's rejection of any check that You transmit for deposit through Mobile Check Deposit. In all cases, You are responsible for any loss or overdraft plus any applicable fees to Your account due to a check being returned. We will provide You a substitute check of the returned item, rather than the paper originals. You acknowledge and agree that, while We normally provide notice of rejected deposits, We may reject any check transmitted through Mobile Check Deposit at our sole discretion without notice to You, and We will not be liable for any such rejection or failure to notify You of such rejection. If

We reject a check for Mobile Check Deposit, You must physically deposit the original check; You may not attempt to re-deposit it through Mobile Check Deposit.

M. Unpaid Checks. You are solely responsible for verifying that checks that You deposit by using Mobile Check Deposit have been received and accepted for deposit by the Bank. The Bank will provide You with notice of any deposits that it is unable to process because checks were returned unpaid by the payer financial institution. In the event that the Bank credits Your account for a check that is subsequently dishonored and returned, You authorize the Bank to debit the amount of such check plus any associated fees from the account. To the extent that funds in Your account are insufficient to cover such amount, We shall debit the deficiency amount from any of Your other account(s) with the Bank in our sole discretion. Our right to charge Your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree that since the original check is Your property, it will not be returned and the Bank may charge back an image of the check, an ACH debit, or other electronic or paper debit, as applicable, to Your account. You further agree that any image that We charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use Mobile Check Deposit to deposit a substitute check and You may not redeposit the original check through Mobile Check Deposit or in any other manner if You receive a dishonored check. You agree to comply with any additional instructions We may provide to You in connection with returned checks.

N. Duty to Report Errors. The Bank will provide You with periodic statements that will identify the deposits that You make through Mobile Check Deposit. In addition, You may access the TSB NetTeller Online Banking service for information about Your deposits, return items, deposit adjustments, checks and other transactions on Your accounts. You agree that it is Your responsibility to review all such information that the Bank makes available to You in a timely manner to verify that deposits made through Mobile Check Deposit have been received and accepted by the Bank and are accurate. Receipt of a check by the Bank through Mobile Check Deposit does not constitute an acknowledgement by the Bank that the check is error-free or that We will be liable for the check. You agree to notify Us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in the Terms and Conditions of Your Account Agreement. You may notify Us by writing to Tennessee State Bank, Electronic Banking, PO Box 1260, Pigeon Forge, TN 37868 or telephoning Us at 877-908-4872 (TSB) or 865-908-5779. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by You to notify the Bank of any error, omission or other discrepancy in accordance with this MB Agreement and the Terms and Conditions of Your Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

O. Availability of Service/Contingency: In the event You are unable to capture, submit or transmit a check image to the Bank, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, it may be necessary for You to consider an alternate method to make Your deposit. You can make the deposit by bringing in to one of our 15 branch locations or depending on Your time frame for the deposit, You may mail to the Bank at Tennessee State Bank, P.O. Box 1260, Pigeon Forge, TN 37868. The deposit of original checks at a branch of the Bank shall be governed by the Terms and Conditions of Your Account Agreement and the Regulation CC Funds Availability Disclosure and not by the terms of this MB Agreement.

P. Storage, Security and Destruction/Disposal of the Checks. After You receive a confirmation email notification from ebanking@tnstatebank.com that Your deposit has been submitted, You agree to securely store the original check for a check retention period of thirty (30) business days. You must also make the original check accessible to Us at our request. Upon our request, You will deliver to Us within two (2) 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. Promptly after the sixty (60) day retention period expires, You agree to destroy the original check by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the 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.

Q. Presenting Checks More Than Once. Once You have used Mobile Check Deposit to deposit a check, and that check has been submitted. You agree not to present, or allow anyone else to present that original check or a substitute check of that original check again for deposit through Mobile Check Deposit or by any other means. If You or anyone else presents a check or substitute check for deposit more than once, in violation of this MBAAgreement, You agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that We may debit from Your bank account the aggregate amount of any checks that that are deposited more than once. To the extent that funds in Your account are insufficient to cover such amount, We shall debit the deficiency amount from any other of Your account(s) with the Bank in our sole discretion. Presentment of checks more than once will be a violation of this MBAAgreement and will be considered an action to terminate this MBAAgreement and customer's access to Mobile Check Deposit.

R. Data 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 877-908-4872 (4TSB) or 865-908-5776 and with written notice at Tennessee State Bank, Electronic Banking Support, P.O. Box 1260, Pigeon Forge, TN 37868 if You learn of any loss or theft of original checks. You may also come in to one of our 15 branch locations. 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 Your banking and account activity, and You agree to cooperate with Us to permit such monitoring, to confirm that You have satisfied Your obligations under this MBAAgreement.

S. Cooperation with Investigations. You agree to cooperate with Us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Check Deposit in Your possession and Your records relating to such items and transmissions.

T. Cancellation of Mobile Check Deposit. We reserve the right to cancel Your access to Mobile Check Deposit at any time and without notice. Your eligibility requirements continue throughout Your Use of the service and may be terminated in the event that the Bank becomes aware of any delinquency on loans, charged off loans, deposit accounts or repeated overdrafts on Tennessee State Bank accounts. You may also request to have MCD removed from Your MBSservice at any time.