

**LANDMARK NATIONAL BANK MOBILE BANKING SERVICE AGREEMENT
(Addendum to your Landmark National Bank Online Access Agreement)**

This Mobile Banking Service Agreement (as amended from time to time, this "Agreement"), governs the Mobile Banking Services, provided by Landmark National Bank and your use of those services. This Agreement (this "Agreement") is entered into by and between Landmark National Bank ("we," "us," "our" or "Bank," depending on the context) and you, a current Landmark National Bank customer or authorized representative on a Landmark National Bank account ("you," "your" and "yours").

Relationship to Other Agreements and Fees. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your agreements with us, and/or any unaffiliated service providers, including, but not limited to, your mobile service provider (e.g., Verizon, US Cellular, etc.). You understand that those agreements may include fees, limitations and restrictions which may impact your use of Mobile Banking. Your mobile provider may impose data usage or text message charges for your interaction with Mobile Banking, and you agree to pay all such fees.

Description of Services. Mobile Banking is a service that allows you to access account information and conduct certain transactions using compatible and supported wireless devices. Your enrollment in Mobile Banking permits your use of the service in the following forms: Text (SMS), Mobile Browser (XHTML), and iOS or Android Mobile Apps.

CHANGES OR CANCELLATION. Landmark National Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Mobile Banking Service. We will notify you of any material change via e-mail, text message, or on our website(s). You will be deemed to accept any changes to this Agreement if you continue to maintain and use Landmark National Bank Mobile Banking, which continuing maintenance and use must occur after you have received any required notice, if applicable.

You may cancel your participation in Mobile Banking by calling us at 800-318-8997. We reserve the right to cancel the Mobile Banking Service, or your ability to use the Service, at any time without prior notice. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of Landmark National Bank Mobile Banking and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners and hold harmless their affiliates, officers, employees and agents against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to us or your use of Landmark National Bank Mobile Banking or our technology partners' applications relating thereto, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF LANDMARK NATIONAL BANK MOBILE BANKING AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF LANDMARK NATIONAL BANK MOBILE BANKING, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT LANDMARK NATIONAL BANK MOBILE BANKING WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING LANDMARK NATIONAL BANK MOBILE BANKING WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN LANDMARK NATIONAL BANK MOBILE BANKING OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

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

Entire Agreement. This Agreement, including all agreements and other documents incorporated by reference, embodies the entire agreement between the parties. Any oral agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

No Waiver. No waiver of the performance or breach of, or default under, any condition or obligation in this Agreement will be deemed to be a waiver of any other performance, or breach or any other condition or obligation of this Agreement.

LANDMARK NATIONAL BANK MOBILE DEPOSIT

All additional information and terms below apply to the Mobile Deposit feature.

Definitions. As there are some terms and/or documents referred to in this Agreement with which you may be unfamiliar, we use the following definitions throughout this Agreement:

Drawn On: When this or a similar phrase is used with reference to an account, it means the account in which the funds for the check that is to be paid are held.

Endorsement: The payee’s signature(s) and other required information on the back of the check.

Payee: The person to whom payment is made by a check.

Payor: The person who orders payment – in other words, the person who SIGNS a check.

Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

Eligible items. You agree to deposit only checks drawn on U.S. banks in U.S. dollars and checks that are as defined in Federal Reserve Regulation CC (“Reg CC”). You agree that you will not use Landmark National Bank Mobile Deposit to deposit:

- Checks which are stale (more than 6 months old,) or post-dated (made payable at some point in the future);
- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you);

- Checks payable to you and another party who is not a joint owner on the account;
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks that have been previously negotiated;
- Checks previously converted to a substitute check;
- Checks or items that are remotely created checks;
- Checks that have previously been submitted through this Service or through a remote deposit capture service offered at any other financial institution or service provider.

Check Requirements (including image quality). Each image must be legible and must provide all of the information that is contained on the front and back of the original check at the time presented to you by the payor. The image quality must meet the standards of and comply with the requirements established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and 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: information about the payor and the paying bank that is preprinted on the original check; the amount of the Check (both written and numeric); the Payee; the date; the Check number; the numerical encoded information on the bottom of the check; the payor's signature(s); and all required endorsements applied to the back of the original check.

Endorsements. You agree to restrictively endorse any item transmitted through the services as "FOR MOBILE DEPOSIT ONLY, your signature." Business customers should use their endorsement stamp (if available) in place of the signature. Endorsements must be made on the back of the check within 1½ inches from the top edge. 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 the check is made payable to you and another payee, both of you must endorse the check, and it must be deposited into a Landmark National Bank joint account owned by both of you. If the check is payable to you or another payee, or if the check lists two payees and does not specify "or," either of you may endorse the check and deposit it into any Landmark National Bank account for which the person endorsing the check is an authorized party. As described in your Account Agreement, we may not accept checks with multiple endorsements for deposit unless we are able to verify each endorsement.

Business Days. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.

Receipt and Acceptance of Check Images. Acceptance within the Landmark National Bank Mobile Deposit application does not mean that the image is free of errors or will be accepted for deposit. We are not responsible for any image we do not receive or for images that are "dropped" during transmission. After we receive check images and all other required deposit information from you through the Service, we will submit them for verification and final inspection.

We reserve the right to reject any check image transmitted through Landmark National Bank Mobile Deposit, at our sole discretion, without liability to you. If we reject a check image for remote deposit, you must physically deposit the original check. 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 image that you transmit for deposit through the Service.

The deposit is not deemed “accepted” by us until it is posted to your account at the end of the business day. To confirm acceptance of a mobile deposit, please log into your account using Landmark National Bank Online or Mobile Banking on the following business day. Check images transmitted through Landmark National Bank Mobile Deposit which are received after our cutoff time and any such deposits received on Federal holidays or days that are not business days, will be submitted for verification and acceptance on the following business day.

Credit to Your Account. You acknowledge that we have established Business Days and cutoff times for the processing of mobile deposits, and those days and times may be periodically changed by us without prior written notice. Cutoff time information can be found at www.banklandmark.com.

Once your deposit has been accepted, funds from the mobile check deposit will generally be credited to your account by the end of the business day we receive your deposit, if received prior to the cutoff time established by us. Mobile deposit check images received by us after our established cutoff time or on non-business days will not be available for credit to your account until the next business day.

Deposits made through Landmark National Bank Mobile Deposit are not subject to our Landmark National Bank’s Funds Availability Policy. We reserve the right to hold funds from deposits submitted using the Services until final collection. In the case that we delay the availability of your deposit, the funds will generally be available by the ninth business day after the deposit.

Returned Deposits. As with any non-cash deposit, checks deposited using Landmark National Bank Mobile Deposit are subject to final funds collection from the payor bank. If an original check deposited through Landmark National Bank Mobile Deposit is dishonored, rejected or otherwise returned unpaid for any reason, we will charge the deposit amount back to your account. Returned item fees will apply as disclosed in your Miscellaneous Fee Schedule. You understand and agree, since the original check is your property, the check 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 the Service to deposit a substitute check and you may not deposit the original check through the service or in any other manner if you receive a dishonored check. You may be able to negotiate a returned substitute item in person, and should speak to a customer service representative at any of our branches if you require such assistance. In accordance with this Agreement and your Account Agreement, Landmark National Bank reserves the right to “setoff” the amount of the returned item and any applicable fees with funds from any Landmark National Bank account held by you. As with any returned item, you will be responsible for reimbursing us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

Original Checks. After you’ve confirmed that the deposit has been credited to your account, you must securely store the original check for thirty (30) days after transmission to us and make the original check accessible to us at our request. We may request to view the original check for a variety of reasons, such as we have concerns with the accuracy or validity of the image. Upon our request, and within five (5) business days, you must deliver to us, at your expense, the original check. If you do not provide the original check in a timely manner, the deposit in question will be reversed from your account. At the end of this thirty (30) day period, you must destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if the original check is ever presented again for payment.

Your Warranties. You make the following warranties and representations with respect to each image you transmit to us using Landmark National Bank Mobile Deposit:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the payor of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will only transmit eligible items.
- You will not redeposit, represent, or otherwise endorse to a third party the original check.
- There are no other duplicate images of the original check, other than a non-negotiable photocopy which may be kept for recordkeeping purposes.
- The original check was authorized by the payor in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- You will notify us immediately if you learn of any loss or theft of the original check.
- Landmark National Bank will not sustain a loss because you have deposited an image.
- Items you transmit do not contain viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- You agree to indemnify and hold harmless Landmark National Bank from any loss for breach of this warranty provision.

Compliance with Law. You will use Landmark National Bank Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit images of original checks for deposit and that you have handled the original checks in accordance with applicable laws, rules and regulations.

Landmark National Bank Mobile Deposit Unavailability. Landmark National Bank Mobile Deposit may be temporarily unavailable due to system maintenance or technical difficulties, including those of your Internet service provider, cellular service provider and/or Internet software. In the event that Landmark National Bank Mobile Deposit is unavailable, you may deposit original checks at our branches or by mailing the original check to: Landmark National Bank, 701 Poyntz, Manhattan, KS 66502.

Landmark National Bank Mobile Deposit Security. You agree you will complete each deposit via Landmark National Bank Mobile 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 take all necessary steps to safeguard against unauthorized deposits. You must notify us immediately by telephone at (800) 318-8997 and with written confirmation if you learn of any loss or theft of original checks. You agree to ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring to confirm that you have satisfied your obligations under this Agreement.

Errors in Transmission. By using the services you accept the risk that an item may be intercepted or misdirected during transmission. Landmark National Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of any image transmitted to us using Landmark National Bank Mobile Deposit. You are solely responsible if you intentionally or unintentionally submit fraudulent, inaccurate, incorrect, illegible or otherwise improper or unusable images to us. You are also solely responsible if Landmark National Bank Mobile Deposit is used by any person other than you, whether or not you have authorized such other person, to submit fraudulent, unauthorized, inaccurate, incorrect, illegible or otherwise improper or unusable images to us.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile, copy or reproduce all or any part of, or interfere or attempt to interfere with, the technology or service included in or associated with Landmark National Bank Mobile Deposit. We and our technology partners retain all rights, title and interests in and to all services, technology, software and hardware included in or associated with Landmark National Bank Mobile Deposit.

YOU HEREBY ACKNOWLEDGE THAT IF ANY PROVISION(S) HEREIN SHALL BE DEEMED UNLAWFUL OR UNENFORCEABLE BY ANY REGULATORY AUTHORITY OR COURT OF LAW, THE REMAINING PROVISIONS WILL STILL BE VALID AND REMAIN IN FULL FORCE AND EFFECT.