

Mobile Banking Agreement and Disclosure

Introduction:

The Bank of Clovis strives to provide the highest quality Mobile Banking service available. By enrolling in our Mobile Banking service, you agree to all of the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). Except as modified in this Agreement, all terms and conditions of your Online Banking Service Agreement and Disclosure Statement, and Guide to Accounts and Services remain in effect.

We may offer additional Mobile Banking services and features in the future. Any added Mobile Banking services and features will be governed by this Agreement and by any agreement(s) provided to you at the time the new Mobile Banking service or feature is added or at the time of enrollment for the feature or service if applicable. From time to time, we may amend this Agreement and modify or cancel the Mobile Banking service we offer without notice, except as may be required by Law.

Definitions:

As used in this Agreement, the following words will have the definitions given below:

"Account(s)" means your eligible Bank of Clovis checking, savings, loan, certificate of deposit and other Bank of Clovis products that can be accessed through the Mobile Banking service.

"Device" means a supportable mobile device such as a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. (Note: Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.)

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)" mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

"We," "Us," "Bank," and "TBOC" means The Bank of Clovis.

Mobile Banking Service

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your TBOC account information, use bill pay, transfer funds between your accounts and conduct other banking transactions. To utilize the Mobile Banking service, you must be enrolled in Online Banking and then activate your Mobile Banking Device.

We reserve the right to limit the types and number of accounts or Devices eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Mobile Banking service at any time.

Mobile Banking may not be accessible over some network carriers. In addition, the Mobile Banking Service may not be supportable for all Devices. TBOC 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.

Mobile Banking services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from TBOC. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service (SMS).

You agree to accept responsibility for learning how to use Mobile Banking and agree that you will contact us directly if you have any problems with Mobile Banking. In the event of any modifications to the Mobile Banking service, you are responsible for making sure you understand how to use Mobile Banking 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 Mobile Banking service or your Device.

You agree that, when you use Mobile Banking, 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 Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), and you agree to be solely responsible for all such 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 agree to provide source indication in any messages you send, such as your mobile telephone number or "From" field in text message. Any deposit account, loan or other banking product accessed through this Mobile Banking service is also subject to the Account Terms and Conditions and to the Account Agreements and Disclosures provided at time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Permitted Mobile Banking Transfers

You may use the Mobile Banking Service to transfer funds between your eligible TBOC accounts (Internal Transfer). You may not transfer to or from an Account at another financial institution using our Mobile Banking Service. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our option.

Permitted Mobile Banking Deposits

You may use the Mobile Banking Service to deposit funds into your eligible TBOC accounts (Deposits). You may not deposit to an Account at another financial institution using our Mobile Banking Service. Items deposited with Mobile Banking are governed by the Funds Availability Policy of the Bank. No immediate credit will be given for deposits made through Mobile Banking. We may also limit the type, frequency and amount of deposits for security purposes and may change or impose limits without notice, at our option.

You agree to comply with the following conditions of and limitations on the usage of the Service:

- 1) All items deposited through the Mobile Banking Service shall include the following specific handwritten or stamped endorsement: "For Mobile Deposit Only" in addition to your signature.
- 2) Only items payable directly to you may be deposited through the Mobile Banking Service.
- 3) Only valid, legal check images drawn on Qualified United States Financial Institutions may be deposited through the Mobile Banking Service.
- 4) Items shall not be either intentionally or unintentionally altered, resubmitted, or presented in duplicate at one or more financial institutions.

You are responsible for retaining items deposited through the Mobile Banking Service in a safe, secure location designed to prevent unauthorized access and to destroy those items by shredding or other similar means after a reasonable period of time; however, do not proceed with the destruction of the paper check until transaction posting has been verified as accepted by us.

We will process items, transactions, and data submitted through the Mobile Banking Service on the basis of information furnished by you. We reserve the right, at our discretion, to reject any transmission we receive from you through the Mobile Banking Service. We will promptly notify you if we reject any transmission and inform you of the reasons for such rejection. If any error results from incorrect input supplied by you, you will use reasonable efforts to discover and report such error to us. You will supply us with check images, original checks, or any other information in your possession that will facilitate investigations related to unusual transaction, poor quality transmissions, disputes, or other transaction-related issues. We will use reasonable efforts to reprocess any transactions based upon data supplied by you which is necessary to correct such error.

You agree to indemnify and hold harmless The Bank of Clovis and any employees or agents acting on behalf of The Bank of Clovis from any claim, loss, liability, action, cause of action, cost, expense, including but not limited to reasonable attorney's fees and payments pursuant to settlements, arising out of, or resulting from, or relating to (i) the alteration of any item deposited through the Mobile Banking Service, (ii) such data, information, or instructions, or inaccuracy or inadequacy in the data, (iii) any material breach of this Agreement by you or failure to comply with its material terms, and (iv) any act or omission to act by you that results, directly or indirectly, in the payment or distribution of funds to any person, real or fictitious, not entitled to all or any part of such funds or that results in an inaccurate, incorrect, untimely, improper or failed automatic clearinghouse fund transfer in connection with such funds or the redeposit of any item processed for deposit through this Mobile Banking Service.

Responsibilities

Account Ownership/Correct Information: You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Mobile Device you will use to access Mobile Banking.

Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using 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 any of your access information to any unauthorized person. If you permit other persons to use you Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

We make no representations that Mobile Banking will be available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would be considered illegal.

Indemnification

Unless caused by our intentional misconduct or gross negligence; you agree to indemnify, defend and hold harmless The Bank of Clovis, its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Mobile Banking service ; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of Mobile Banking.

Authorization to Receive Electronic Communications:

By signing up for and using our Mobile Banking service, you authorize us to call and send SMS text messages to your Device.