

**iBusinessBanking™ MOBILE TERMS AND CONDITIONS**

Thank you for using iBusinessBanking™ Mobile for your business. This Service gives you access to your Accounts from your mobile web browser or via a downloadable mobile banking application ("iBB Mobile™ App"), depending on your preference and your Mobile Device capabilities. In case of questions please contact Treasury Management Support at 847.939.9050.

The iBusinessBanking™ Mobile Service ("iBB Mobile™") is a function of our iBusinessBanking™ Service subject to the Treasury Management Agreement between you and the Bank. Please review the iBusinessBanking™ Service Terms and Conditions contained therein for the contractual terms relating to use of the Service. In the event of inconsistencies in those terms and these Mobile Terms and Conditions, the Treasury Management Agreement shall control.

This Service is provided to you by the Bank named above and is powered by a third party mobile technology solution (the "Licensor"). Section A of these Mobile Terms and Conditions is a legal agreement between you and the Bank. Section B is a legal agreement between you and your End Users and the Licensor.

In these Mobile Terms and Conditions, "you" refers to our business customer which has registered for iBusinessBanking™ Mobile, and the terms "Bank," "we" and "us" refer to the Bank named above. "End User" refers to your Authorized Representative/Security Administrator with authorities granted under iBusinessBanking™.

**SECTION A1: iBB MOBILE™**

**1. Scope of Service.** You may download the iBB Mobile™ App and use iBB Mobile™: (a) to view balances and recent transactions for each Account that you have enabled to be accessed from a Mobile Device (each a "Mobile Account"); (b) to make immediate, one-time transfers of funds between your Mobile Accounts under the same rules as provided in iBusinessBanking™; (c) to view alerts as long as you have enabled the option in iBusinessBanking™; and (d) to make deposits to your Mobile Accounts through iBB Mobile™ RDC, as provided in Section A2 below.

**2. Accessing iBB Mobile™.** Use of iBusinessBanking™ is required for access to iBB Mobile™. Your End User must have a Mobile Device that can send and receive information using the technology that supports this Service. Internet access is not required on the Mobile Device to use the Service; however, certain functions are only available through the Internet. The kinds of Mobile Devices and the telecommunications carriers that support Mobile Services are described on Bank's website. End Users are responsible for the purchase and maintenance of their Mobile Devices and for any contracts with the telecommunication carrier necessary to operate the Mobile Device.

End Users will download the iBB Mobile™ App directly from either the Apple App Store or Google Play, depending on their Mobile Device's operating platform. The Service and any application obtained from the Apple App Store or Google Play may not be available at any time for any reason outside of the reasonable control of Bank or any of its or your service providers. It is your responsibility to ensure that End Users download all updates and/or new versions of the iBB Mobile™ App when alerted of such updates and/or new versions.

End Users are required to log into iBusinessBanking™ via a computer on at least one occasion prior to accessing iBB Mobile™. Enrollment requires identification of the End User's iBusinessBanking™ login credentials as well as a Token. In the event that an End User utilizes the biometric function of a Mobile Device that offers the capability to access and /or authorize banking transactions, be aware that the Service will accept

any person's authorized biometric (i.e. fingerprint or Face ID) that the Mobile Device currently allows. This could result in someone with biometric access to a Mobile Device potentially gaining unauthorized access to your Accounts with Bank.

**2. Your Responsibility for Security.** It is your responsibility to properly secure Mobile Devices linked to your Accounts, including the authorities of End Users. Mobile Devices with Internet capabilities are susceptible to viruses. You are responsible to ensure that Mobile Devices linked to your Accounts are protected from and free of viruses, worms, Trojan horses, or other similar harmful components that could result in damage to programs, files, and/or such Mobile Devices or could result in information being intercepted by a third party. Bank is not responsible if any non-public personal information is accessed via iBB Mobile™ due to a virus residing or being contracted by a Mobile Device at any time or from any source.

**3. Other Services.** Customers that have subscribed to the following Treasury Management Services will also have access to those Services through a Mobile Device, in each case subject to the applicable Service Terms and Conditions: iBusinessCapture™, Positive Pay and ACH Positive Pay. Please note that not all iBusinessBanking™ website functionality and services are available when you use a Mobile Device, and Mobile Banking functionality available to you may vary based on the Mobile Device use and/or other factors. For those iBusinessBanking™ Services available through your Mobile Device, the iBusinessBanking™ Services may use different terminology and appear in different formats when viewed through your Mobile Device. In addition, you may be required to follow different instructions to access iBusinessBanking™ Services through your Mobile Device.

## SECTION A2: iBB MOBILE™ RDC

Note: This Section A2 is superseded to the extent the Treasury Management Agreement includes capturing check images by a Mobile Device in the iBusinessCapture™ Service Terms and Conditions.

**1. Remote Deposit Service.** iBB Mobile™ RDC is a function available through the iBB Mobile™ App that permits you to make deposits by taking a picture of a check. The following terms and conditions apply to the Mobile Remote Deposit Capture Service that Bank may provide to our business customers. You acknowledge and agree that the RDC Service or any portion of the Service may be provided by one or more subcontractors.

**2. Definitions.** In addition to capitalized terms used herein and defined above, the following terms used in this Section A2 have the meanings described below.

**a. "Business Day"** means any day other than a Saturday, Sunday or federal holiday on which Bank is open to the public for carrying on substantially all of its banking functions.

**b. "Capture Device"** means any device acceptable to Bank that provides for the capture of images from original Items and for transmission through a clearing process.

**c. "Check"** means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection.

**d. "Check 21"** means the Check Clearing for the 21st Century Act, as well as Subparts C and D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A of Regulation J of the Board of Governors of the Federal Reserve System.

**e. "Image Replacement Document" or "IRD"** means (i) a Substitute Check as defined in Check 21; or (ii) the paper reproduction that will be created when an Item cannot be converted to an ACH transaction.

**f. "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 Payor to you that may be

transmitted as either data or image, and where applicable in the context, includes the electronic image of the front and back of an Item, in addition to other required information as specified by Bank from time to time, in the format specified by Bank from time to time. Notwithstanding the foregoing, it is understood that you will only be transmitting electronic images of the front and back of Items and not any paper Items. In order for an Item to be processed for deposit, it must be properly endorsed.

**g. "Payor"** means consumers or businesses that make payments to you by means of Items, but you are not a Payor.

**h. "RDC Service"** means the iBB Mobile™ Remote Deposit Capture Service that Bank provides including electronic Check conversion and image archive systems that allow the use of a Capture Device to obtain and transmit the front and back images of Items and accompanying transaction data for the purpose of delivery to Bank for clearing as an IRD. The RDC Service also includes any applicable support services.

**i. "Technology"** means Bank's or its subcontractor's deposit capture applications and processes designed to facilitate the electronic clearing of Items. The applications are accessed through Capture Devices, utilizing software and hardware provided by or acceptable to Bank and are proprietary access points to payment processing networks and systems used to complete the clearing of Items. Technology may include but is not limited to customer service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by Bank or its subcontractors and used in the provision of the RDC Service hereunder. Any software provided by Bank or its subcontractors pursuant to the RDC Service shall be considered Software as defined in Section B.

### **3. Requirements, Suspension and Cancellation of RDC Service.**

**a. Mobile Banking Requirements.** Use of iBB Mobile™ is required to use a Mobile Device as a Capture Device.

**b. System and Software Requirements.** In order to utilize the RDC Service, you must have system and software with the indicated specifications. If you will be accessing the RDC Service from the iBB Mobile™ App, the following mobile devices are supported (Data Plan is required): Apple and Android devices running latest 2 major OS versions; device must have an auto-focus camera. Older devices and OS versions will not be supported, and the RDC Service is not available with a Mobile Browser, Blackberry or Windows device at this time.

**c. Image Quality.** The Check image transmitted to us through the RDC Service must be legible, as determined in our sole discretion. Each Check image must show all four corners of the Check and provide all information on the front and back of the original Check 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 original Check, MICR-information at the bottom of the Check, signature(s), any required identification written on the front of the Check and any endorsements applied to the back of the Check. The Check image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**d. Endorsements and Procedures.** End Users must restrictively endorse any Item transmitted through the RDC Service as **"For Mobile Deposit only, [Name of Bank], Depositing Business Name"** or as otherwise instructed by Bank. If the Check is made payable to you and another payee, both of you must endorse the Check, and it must be deposited into an Account owned by both of you. If you don't properly endorse the check, your deposit may fail. The Bank reserves the right to reject all items that are not endorsed as specified. You agree to follow any and all other procedures and instructions for use of the RDC Service as Bank may establish from time to time.

**e. Authorizations.** You authorize us to convert Items to IRDs or transmit Items as images and further authorize us or any other financial institution to which an Item is sent to handle the Item. You agree to, at your sole expense, (i) provide connectivity between the Capture Device and the Technology; (ii) maintain the Capture Device in accordance with the instructions provided by Bank, its subcontractors and/or any other Capture Device provider; (iii) as applicable, utilize your software, or our software to scan, load, and format Items as needed for transmission to Bank; (iv) process return data and any remittance data delivered by Bank for the purpose of updating your internal systems (which may include electronic and paper return Items); and, (v) implement and maintain security measures, including firewall protection, in compliance with your obligations under this Agreement. You further agree to comply with any instructions and/or procedures regarding the RDC Service and submission of Items that we may issue from time to time.

**f. Withdrawal of Access/Suspension of RDC Service.** We reserve the right to deny, suspend or revoke access to the RDC Service immediately, in whole or in part, in our sole discretion, without notice, if we believe you and/or your End Users are in breach of the Agreement or are otherwise using or accessing the RDC Service inconsistent with these Terms and Conditions. Further, Bank or our subcontractor shall have the right to suspend the RDC Service immediately (i) in the event of an emergency or in the event of force majeure, (ii) if Bank is uncertain as to the accuracy of any Item, or (iii) if we determine in our sole discretion that your financial condition renders your use of the RDC Service no longer advisable.

**g. Handling of Transmitted Items.** You are responsible for the proper disposal of all original Items following their transmittal to Bank. You agree to retain and safeguard the original Item for at least 14 days after transmittal of the Item. After 14 days and subject to your verification that the funds associated with the Item have been added to your Account balance, you agree to mark the Item "VOID" and properly dispose of the Item by shredding or another commercially acceptable means of data destruction. All Items deposited using the RDC Service are subject to final confirmation that an acceptable IRD has been created for further collection.

**h. Prohibition on Duplication of Deposits.** Unless Bank has notified you that an Item has been rejected or returned unprocessed, you are prohibited from subsequently presenting for deposit any Item included in an IRD either in its paper-based form or in digital form within another deposit. You agree that the posting of a deposit by Bank into your Account, such that it appears in the transaction history of the Account as presented through Bank's Online Banking system, shall constitute confirmation that an IRD has been credited to your Account and you shall properly dispose of the Item. You shall indemnify Bank for any and all losses or other damages Bank may suffer as a result of any deposit of an Item more than once. You expressly authorize and instruct Bank to debit your Account(s) in the amount of any Item which is deposited more than once.

**i. Account Statement Examination.** Unless you notify Bank of any errors to deposits made through the RDC Service within 14 days after the applicable Account statement is mailed or otherwise provided to you, such statement regarding all deposits made through the RDC Service shall be deemed to be correct.

#### **4. Payment Processing.**

**a. Deposit Limits.** There are limits to the number and dollar amount of deposits that may be made using the RDC Service. Please note that each Check scanned will be counted as a separate deposit. The following limits will apply:

- Daily Item Limit: \$20,000.00 (no single item may exceed \$20,000.00)
- Daily Limit: \$20,000.00 (no total deposit for the day may exceed \$20,000.00)
- Daily Item Count Limit: 25 (total items in a day's deposit may not exceed 25)
- Multi-day Limit Period: 10 Business Days (total # of rolling days in multi-day period)

- Multi-day Limit: \$50,000.00 (total deposits made within 10 rolling business days may not exceed \$50,000.00)
- Multi-day Item Count Limit: 25 (total items deposited in a multi-day period may not exceed 25)

**b. IRD Processing.** Items may be transmitted for electronic processing by other financial institutions or converted to IRDs and transmitted to a printing facility for printing and clearing through traditional paper processing channels, at Bank's sole discretion. The IRDs will be created in accordance with Check 21; alternatively, Bank may process Items as photocopies in lieu of originals, under guidelines established between us and applicable industry standards. Items that fail to satisfy your warranties, that fail to meet the requirements of Bank or Check 21, or that are otherwise not able to be processed, may be charged back to your Account(s) or returned to you. You agree to be bound by any clearinghouse agreements and operating circular and image exchange agreements to which we are a party. In no event will we be liable for any interest on an Item that is rejected.

**c. Processing of Items.** Images of Items transmitted by you are not considered received by us until you have received an electronic confirmation of the receipt of the deposit from Bank. However, receipt of the confirmation from Bank does not mean that the transmission was error free or complete. Items transmitted by you and received by us or our subcontractors by 6:00 p.m. CST Monday through Friday shall be credited to your applicable Account on the same Business Day. Items received by us after 6:00 p.m. CST on any Business Day or on a Saturday, Sunday or federal holiday shall be credited to your applicable Account on the next successive Business Day. Funds from Items deposited under the terms of this Agreement will generally be available to you pursuant to Bank's Funds Availability Policy, except that funds from State and Local Government Checks, Cashier's, Certified, Teller Checks, Federal Reserve Bank, Federal Home Loan Bank Checks and postal money orders may be made available up to 2 business days after the day of your deposit. U.S. Treasury Checks are made available the next business day after the day of your deposit.

**d. Items Not Permitted for Processing.** You may only use the RDC Service to deposit Items we consider acceptable. The following types of Items will not be permitted for processing and you agree not to submit them:

- Checks made payable to others (even if endorsed over to you).
- Checks containing obvious alterations on the front of the Item, or which you know, suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the Account on which the Item is drawn.
- Substitute Checks (i.e. paper Checks created from an electronic image)
- Checks that are irregular in any way (e.g. where the numerical and written amounts are different)
- Checks that have been previously returned unpaid for any reason.
- Checks that are postdated or more than 6 months old.
- Checks drawn on a foreign bank or payable in a foreign currency.
- Checks that exceed the maximum limits set forth in Section 4.1 above.
- Demand drafts or remotely created Checks lacking the original signature of the person authorizing the Check.

**e. Your Liability.** You shall be solely responsible if any IRD for which you have been given provisional credit is subject to return or reversal, and neither Bank nor its subcontractors shall be liable or responsible for same. You acknowledge that all credits received for deposit are provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or a substitute Check as the charged-back Item. Information and data reported hereunder: (i) may be received prior to final posting and

confirmation and is subject to correction and (ii) is for informational purposes only and may not be relied upon. You agree that Bank shall have no liability for the content of payment-related information.

**5. Your Warranties.** You make the following warranties with respect to the Items you deposit: (i) you have only transmitted acceptable Items for deposit and have handled the original Items following transmission to Bank as agreed to or directed by Bank and in accordance with applicable law; (ii) you are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item; (iii) the Items have not been altered; (iv) each Item bears all applicable endorsements in a restricted format as directed by Bank; (v) all the warranties set forth in Check 21 and its implementing regulations that you or Bank must make in processing the Check image, as well as the warranties of 4-207 of the Uniform Commercial Code as adopted in the state of Illinois; (vi) (A) the electronic image portion of each Item accurately and legibly represents all of the information on the front and back of the original Check as of the time the original Check was truncated, (B) the information portion of the Item contains a record of all applicable MICR-line information required for a substitute Check, and (C) the Item conforms to the technical standards for an electronic Item as specified by Bank from time to time; (vii) you will submit only one accurate and clear image of the front and back of each Item to Bank only one time; (viii) you will not deposit the original Item and no person will receive a transfer, presentment, or return of, or otherwise 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 it has already paid; and (ix) the amount of an Item, and such other information contained in such Item which is accurate and complete. You agree that these warranties shall be true and correct as of the date of each Item and that the submission of each Item to Bank for processing shall be an acknowledgment of each such representation and warranty as of that date.

#### **6. Disclaimers and Additional Warranties.**

CUSTOMER AND ANY END USERS WILL NOT (i) SELL, LEASE, DISTRIBUTE, LICENSE OR SUBLICENSE THE TECHNOLOGY OR SERVICES; (ii) MODIFY, CHANGE, ALTER, TRANSLATE, CREATE DERIVATIVE WORKS FROM, REVERSE ENGINEER, DISASSEMBLE OR DECOMPILE THE TECHNOLOGY OR SERVICES IN ANY WAY FOR ANY REASON; (iii) PROVIDE, DISCLOSE, DIVULGE OR MAKE AVAILABLE TO, OR PERMIT USE OF THE TECHNOLOGY OR SERVICES BY, ANY THIRD PARTY; (iv) COPY OR REPRODUCE ALL OR ANY PART OF THE TECHNOLOGY OR SERVICES; (v) INTERFERE, OR ATTEMPT TO INTERFERE, WITH THE TECHNOLOGY OR SERVICES IN ANY WAY; (vi) ENGAGE IN SPAMMING, MAILBOMBING, SPOOFING, PHARMING, PHISHING, OR ANY OTHER FRAUDULENT, ILLEGAL OR UNEND USE OF THE SERVICES; (vii) INTRODUCE OR TRANSMIT THROUGH THE TECHNOLOGY OR SERVICES, WITHOUT LIMITATION, VIA ANY PORTION OF CUSTOMER'S COMPUTER SYSTEM THAT INTERFACES WITH THE TECHNOLOGY OR SERVICES, OR OTHERWISE, ANY VIRUS, WORM, SOFTWARE LOCK, DROP DEAD DEVICE, TROJAN-HORSE ROUTINE, TRAP DOOR, BACK DOOR, TIMER, TIME BOMB, CLOCK, COUNTER OR OTHER LIMITING ROUTINE, INSTRUCTION OR DESIGN OR ANY OTHER CODES OR INSTRUCTIONS THAT MAY BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, DISABLE OR PREVENT THE USE OF THE TECHNOLOGY, SERVICES OR OTHER COMPUTER SYSTEMS OF THE BANK OR ITS SUBCONTRACTORS; (viii) REMOVE, OBLITERATE OR ALTER ANY COPYRIGHT NOTICE, TRADEMARKS OR OTHER PROPRIETARY RIGHTS OR NOTICES AFFIXED TO OR CONTAINED WITHIN THE TECHNOLOGY OR SERVICES; OR (ix) ENGAGE IN OR ALLOW ANY ACTION INVOLVING THE TECHNOLOGY OR SERVICES THAT IS INCONSISTENT WITH THIS AGREEMENT. SHOULD DEPOSIT CUSTOMER RECEIVE NOTICE OF ANY CLAIM REGARDING THE SERVICES, CUSTOMER SHALL PROMPTLY PROVIDE THE BANK WITH A WRITTEN NOTICE OF SUCH CLAIM. CUSTOMER AGREES THAT BANK IS LEGALLY ENTITLED TO A VALID AND UNQUALIFIED ENDORSEMENT OF CUSTOMER AND CUSTOMER GIVES BANK THE IRREVOCABLE RIGHT TO PLACE SUCH AN ENDORSEMENT ON THE ITEM. CUSTOMER AGREES TO REIMBURSE BANK FOR ALL LOSSES RELATED TO CUSTOMER'S FAILURE TO PROPERLY

ENDORSE A CHECK AS EXACTLY DRAWN OR RELATED TO CUSTOMER'S DEPOSIT OF AN ITEM THAT CONTAINS MULTIPLE ENDORSEMENTS OR A MISSING OR IMPROPER ENDORSEMENT.

DISCLAIMER: BANK AND OUR SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE TECHNOLOGY OR SERVICES AND/OR ACCESS TO OR USE OF THE SERVICES OR TECHNOLOGY PROVIDED TO DEPOSIT CUSTOMER HEREUNDER. THE BANK AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE BANK AND ITS SUBCONTRACTORS ALSO DO NOT GUARANTEE THAT CUSTOMERS' ACCESS TO THE SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. BANK AND OUR SUBCONTRACTORS DO NOT GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIM LIABILITY FOR, INFORMATION OR DATA THAT IS SUPPLIED OR KEY- ENTERED BY CUSTOMER OR AGENTS. BANK AND OUR SUBCONTRACTORS DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF INTERNET WEBSITES OR OTHER DATA RECEIVED BY CUSTOMER OR PAYORS VIA THE INTERNET.

### SECTION A3: GENERAL TERMS APPLICABLE TO ALL MOBILE SERVICES

**1. Limitations.** We hope you will find iBB Mobile™ and the RDC Service (collectively the “Mobile Services”) to be useful and reliable. However, it is important that you understand the limitations of the Mobile Services. The balance of a Mobile Account may be subject to change at any time, and the information provided to you through iBB Mobile™ may become quickly outdated. Because the Mobile Services are accessible only through your Mobile Device, your access to a Service may be limited by the service provided by your telecommunications carrier. Neither we nor our Licensor guarantee: (i) either the delivery or the accuracy of any information requested or provided through the Mobile Services; or (ii) that you will have continuous or uninterrupted access to the Mobile Services. We are not responsible for any delay, failure or error in the transmission or content of information provided through the Mobile Services. Neither we nor our Licensor will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through the Mobile Services; from any inaccurate information provided through the Mobile Services; from your use of or reliance on any information provided through the Mobile Services; or from your inability to access the Mobile Services.

**2. Changes to Your Contact Information.** It is solely your responsibility to assure that the contact information you have provided to us for iBB Mobile™ is current and accurate. This includes not only the telephone number and telecommunications carrier for your Mobile Device, but also your name, address, other phone numbers, and your e-mail address. You may contact us about corrections and/or updates by accessing our secure email service (click on the Customer Service Menu when you are logged in to our iBusinessBanking™ home page on the Internet), by phoning us or by writing to us.

**3. Withdrawal of Access/Suspension of Service.** We reserve the right to deny, suspend or revoke access to any Mobile Service immediately, in whole or in part, in our sole discretion, without notice, if we believe you and/or your End Users are in breach of these Terms and Conditions or are otherwise using or accessing the Service inconsistent with these Terms and Conditions. Further, we or our subcontractor shall have the right to suspend Services immediately (i) in the event of an emergency or in the event of force majeure, or (ii) if we determine in our sole discretion that your financial condition renders your use of the Service no longer advisable.

#### 4. Termination.

**a. Termination.** In addition to the denial, suspension, revocation and termination provisions above, Bank may immediately terminate iBB Mobile™ or any portion of the Mobile Services if Bank determines that such Service or portion of any Service is in violation of the any other law or regulation, or in its sole discretion and without notice, decides to cease providing this Service. You may terminate a Service with notice to Bank.

**b. Obligations upon Termination.** Upon the termination of this Agreement for any reason: (i) your access to, and use of, the Mobile Service will terminate; (ii) you will return to Bank any and all Bank's equipment, software, documentation, Technology or other deliverables provided to you by Bank, including any copies thereof held by you; and (iii) each party shall return any and all Confidential Information in its possession to the party that disclosed such Confidential Information or destroy same, and, upon request, provide written verification of same. Notwithstanding the foregoing, Bank's obligations with respect to subsection c) shall be subject to Bank's record retention policies and applicable laws and regulations.

#### 5. Confidentiality.

**a. Bank's Confidential Information.** You acknowledge that the Technology and Services contain valuable trade secrets, which are the sole property of Bank or our subcontractors and you agree to hold (i) such trade secrets and (ii) any and all other information designated by us as confidential (collectively, with the trade secrets, the "Confidential Information") in strict confidence and disclose only to those agents whose duties reasonably require access to same, provided that all such agents are informed of such use or disclosure restrictions as set forth herein and agree to same. You will take no less than all reasonable steps to prevent the unauthorized use, disclosure, duplication or access to the Confidential Information. You agree to notify us promptly upon learning of any unauthorized disclosure or use of any Confidential Information.

**b. Unauthorized Use.** You acknowledge that the unauthorized use, disclosure or duplication of any Confidential Information shall constitute a material breach of this Agreement and is likely to cause us irreparable injury, for which there is no adequate remedy at law. Accordingly, you hereby agree that we may seek injunctive relief against you to prevent or remedy any breach of your confidentiality obligations described herein. You agree to indemnify Bank and hold us harmless from and against any and all losses, liabilities, claims, damages and expenses (including reasonable legal fees and expenses) arising from or relating to the disclosure of any Confidential Information or the failure to keep the Technology secure. You understand and agrees that the use of the Technology and Services is confidential and agrees to assume all risks of accidental disclosure, inadvertent use or unauthorized use by any party whatsoever, whether or not such disclosure or use is on Account of your negligence.

**c. Information Sharing.** Bank and its Licensor may receive and may share with one another names, domain names, addresses, telephone and device numbers, the content of messages, data files and other data and information you provide or from other sources in connection with the Mobile Services. Bank and its Licensor will maintain reasonable safeguards to protect Customer information from unauthorized disclosure or use, but Bank reserves the right to use and disclose Customer information as reasonably necessary to deliver the Mobile Services and as otherwise permitted by law, including, without limitation, compliance with court orders or instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Bank and its Licensor also reserve the right to monitor the use of the iBB Mobile™ App for purposes of verifying compliance with applicable law, these Service Terms and Conditions, and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**6. Fees and Charges.** You responsible for any and all charges, including, but not limited to, fees associated with text messaging or data usage rates imposed by your telecommunications carrier. Bank is not responsible for damages resulting from your failure to comply with terms and conditions provided by its telecommunications



carrier or the app store. Any losses or charges incurred through the loss of a Mobile Device or the safeguarding (or failure to adequately safeguard) of login credentials will remain your sole responsibility.

**7. Rights to Technology.** This Agreement does not transfer to you any ownership or proprietary rights in the Technology or any work or any part thereof, and all right, title and interest in and to the Technology will remain solely with Bank and/or its subcontractors.

## SECTION B

### END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be agreed to by End User Prior to Use of the Downloadable App:

**1. Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

**2. License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

**3. Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

**4. Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

**5. Limitations of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE

USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

**6. U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

**7. Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state where the Bank's main office is located without reference to the chosen state's provisions regarding conflicts of law. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of the state where the Bank's main office is located, and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

**8. Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.