

FARMERS TRUST AND SAVINGS BANK ONLINE BANKING AGREEMENT

If you would like to have a paper copy of this Agreement sent to you, please send us an e-mail at farmersinfo@farmerstrust.bank.

This Online Banking Agreement (this "Agreement") states the terms and conditions for Online Banking offered by Farmers Trust and Savings Bank (the "Bank"). When you use, or you permit any other person(s) to use, Online Banking (collectively, "Online Services"), you agree to the terms and conditions of this Agreement. These terms and conditions are in addition to those that apply to any accounts you have with the Bank. This Agreement is an addendum to the existing Loan and/or Deposit Account Agreement that you received when opening your account, as amended from time to time.

As used in this Agreement, "you" or "your" refers to each person(s) subscribing to, using or accessing Online Services; "we", "us" or "our" refers to the Bank or any agent, independent contractor, designee, or assignee the Bank may, in its sole discretion, involve in the provision of Online Services.

In the event that you experience a problem with your Online Banking ID or Password, or believe that they have been lost, stolen or compromised, please contact the Bank by calling 712-262-3340 or 800-249-3340 or sending us an electronic message using Online Banking.

1. **Online Banking** You must have a personal or business checking, savings, loan or time deposit account at the Bank, and access to the Internet to use Online Banking. To login, enter your Online Banking ID and Password as directed by the screen message.
2. **What You Can Do.** You may perform the following transactions:
 - a. *Balance Inquiries.* Check the current balance, view account transaction history and other account information on all your deposit accounts, loan accounts, and time deposit accounts.
 - b. *Funds Transfers.* Perform funds transfers from your Bank checking or savings accounts or lines of credit to other Bank checking, savings, or loan accounts. The dollar amount is limited only by your account balance. ****Note:** If your account has restrictions related to the number of withdrawals allowed during a statement cycle, those restrictions will be enforced as per your Depository Account Agreement.
 - c. *Statement Inquiries.* View and print out copies of your deposit account statements.
 - d. *Stop payments.* You may enter stop payments for checks provided they have not already been posted to your account. The normal fee applies.
 - e. *Download to financial software.* Download balance and transaction information for Bank accounts.

Customer Service. Send and receive written messages electronically. E-mail is not a secure communication method. Do not include any private information in your message. E-mail transmitted to us often will not be delivered to us immediately. If you need to contact us immediately, you should call us at 1-712-262-3340 or 1-800-249-3340.

3. Bill Pay

- a) *Using Bill Pay.* As used in this Agreement, the term "Payee" means the person or entity to whom you wish a payment to be directed; "Payment Instruction" means the information provided by you to us for a payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date); "Payment Account" means your checking account from which a payment will be made; "Business Day" means Monday through Friday, excluding Federal Reserve holidays; "Scheduled Payment Date" means the Business Day of your choice upon which your payment will begin processing (a Scheduled Payment Date of a non-Business Day will be considered to be the previous Business Day); and "Cutoff Time" means 8:00 a.m. and 3:00 p.m. Central Time on any Business Day and is the time by which you must transmit Payment Instructions to have them considered entered on that particular Business Day.

To gain access to Bill Pay, you must sign on to Online Banking, then select "Bill Pay" or "Payments" from any Online Banking screen.

To use Bill Pay, you must provide information online to us to identify your Payees. First select the "Add a Payee" tab located in Bill Pay. You can follow the on-screen prompts for paying a Company or a Person. You must provide sufficient information about a Payee to permit us to properly direct a payment and permit the Payee upon receipt of a payment to identify you as the payment source. You do this by filling in all required fields with accurate information, as directed by the Bill Pay screen messages. By providing us with the names and account information of those Payees to whom you wish to direct payment, you authorize us to follow the Payment Instructions that we receive through the payment system.

Payments will be delivered to payees in one of two ways:

1. *Electronic Payment:* This is the preferred method. When you enter Payee information while creating a new Payee, the Bill Pay program will search an extensive database for a match to an existing electronic payee. Electronic payments typically are delivered in 1-3 business days.
2. *Check Payment:* If the Payee is not in the electronic database, a check will be printed and mailed to the Payee. The check will have your bank account number on it and will clear your account whenever the Payee deposits the check. Check payments are typically delivered in 3-5 business days.

Once the Payee has been created, you must schedule a payment. Bill Pay will provide an estimated delivery date; however, please note this is only an estimate and not a guarantee. When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds to the Payee on your behalf.

Before an electronic payment is processed, available funds will be verified and withdrawn from your account. If there are insufficient funds, Bill Pay will attempt to pay the bill twice a day, at 8:00 am and at 3:00 pm, for each of the next five business days.

You will be able to set up the following types of bill payments:

1. *Single Payment:* You may schedule a payment to be made one time to a Payee. The payment may be scheduled on a future date, or on the same day that you enter the Payment Instruction provided you enter the Payment Instruction by the Cutoff Time. Enter a payment amount in the "Amount" box and select your payment date, then click the "Pay" button next to the payee you wish to pay.
2. *Recurring Payment:* You may schedule payments to Payees to be automatically initiated in a fixed amount on the same scheduled payment frequency. Click the button by the Payee that says "Make it Recurring" to schedule your recurring payment. You may make payments weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually or annually. If the Scheduled Payment Date does not exist in a certain month, then the payment will be initiated on the last Business Day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on or before the 28th day of February. When establishing a recurring payment, you may elect to choose for the payment to "Pay Before" or "Pay After" a scheduled date that falls on a holiday or weekend.

You will be provided a confirmation number for each payment you schedule using Bill Pay. You will also see all pending payments in the Pending section of the Payments screen prior to the Scheduled Payment Date. Once payments are processed, they can be seen on the History screen.

You may schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same Payee on the same date for the same amount as a previously scheduled payment. A duplicate payment is different from a Recurring Payment. A Recurring Payment is scheduled for the same amount to the same Payee on a recurring schedule. You can make payments to any Payee in the United States.

It is anticipated that most transactions will be processed on the next Business Day after your Scheduled Payment Date and will arrive approximately 3-5 Business Days after your selected Scheduled Payment Date. Due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your account. For this reason, it is necessary that all Scheduled Payment Dates selected by you be no less than five (5) Business Days before the bill's actual due date if paid by check and three (3) Business Days before the bill's actual due date if paid by electronic funds transfer, not the late date and/or a date in the grace period. Payment instructions entered after the Cutoff Time or on non-Business Days will be considered entered in Bill Pay on the next Business Day. For Recurring Payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of Business Days between the Recurring Payment date and the bill's actual due date. If you properly follow the procedures described herein, and we fail to send a payment according to the Payment Instructions received, we will bear responsibility for late charges (up to a maximum of \$50.00 per scheduled payment per business Payee.) In any other event, including,

but not limited to, choosing a Scheduled Payment Date less than five (5) Business Days before the bill's actual due date if paid by check and three (3) Business Days before the bill's actual due date if paid by electronic funds transfer, the risk of incurring and the responsibility for paying and all late charges or penalties shall be borne by you.

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

We will use our best efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you through Bill Pay because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account;
2. Bill Pay or Online Banking is not working properly and you know or have been advised by us about the problem before you execute the transaction;
3. The Payee mishandles or delays a payment sent by us;
4. You have not provided us with the correct or updated name, address, phone number or account information for the Payee, or you have not provided us with accurate personal information either during enrollment or on your Bill Payment Application, or you have otherwise provided incomplete Payment instructions; or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Payee any previously misdirected transactions.

A bill payment is a "Pending Payment" starting from the time you enter Payment Instructions until the payment is "Processed". A bill payment is "Processed" starting at the Cutoff Time on the Scheduled Payment Date. You may cancel or edit any Pending Payment (including Recurring Payments) by following the directions within Online Banking and Bill Pay. There is no charge for canceling or editing a Scheduled Payment. A canceled payment will not appear on your Payment History.

We may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "Processed". If you desire to cancel or stop any payment that has been processed,

you must call the bank at 712-262-3340 or 800-249-3340. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such requests. Stop payment requests sent to us via electronic mail or in any other manner may not reach us in time for us to act on your request. The charge for each stop payment order will be the then current charge for such service, as amended from time to time.

Once your scheduled bill payment is "Processed", we will relay your payment information to a third-party vendor, who in turn will remit payment to your Payee by one of the following means, at the vendor's sole discretion: (1) by electronic funds transfer; (2) by mailing your Payee a check drawn on your personal account. Electronic funds transfers will be withdrawn from your account on the Scheduled Payment Date. Payments by check will be withdrawn from your account when the check is presented to the bank for payment from your account.

Person to Person Payments

Person to Person Payment (P2P) is a secure online, person-to-person payment service that allows you to electronically send money to virtually anyone who has a U.S.-based email address and a deposit account at a U.S. financial institution.

To schedule a P2P transaction, click the "Pay a Person" button. Indicate that you want to pay them by email. Follow the on-screen prompts to create your Payee and your Keyword. You will need to provide the Keyword to your Payee. When you establish a Payee in P2P, you must activate your Payee by having a code sent to a contact number on file. Once you have successfully added a Payee, he or she will receive an email with instructions to access a secure website to provide their bank information, plus enter the Keyword you gave them. The email link will be valid for 9 days. If not activated within 9 days, you will need to reset the key word in your Payee list. Payments typically settle within 1-2 business days after completion of activation.

GiftPay

GiftPay can be used to send gifts to people or make donations to charities.

For Gifts - Click the "GiftPay" button. Click the "Add Recipient" button to add your gift recipient. Follow on-screen prompts for adding Payee. To schedule a gift payment, click "Send gift" from the GiftPay payee list. Key payment information and select the occasion. A variety of holidays or occasions are available. Enter your own customized message to appear on the check stub. Review a sample of your check.

Fees apply.

For Donations - Click the "GiftPay" button. Click the "Add Recipient" button to add your donation recipient. Follow on-screen prompts for adding Payee. To schedule a donation payment, click "Send donation"

from the GiftPay payee list. Key payment information. Donations may be customized to include recognition of someone, receive an acknowledgement and create email notifications. Enter your own customized message to appear on the check stub. Review a sample of your check. **Fees apply.**

Expedited Payments

Prior to daily cut-off times, check payments can be scheduled for overnight or 2nd day delivery. **Fees apply.**

- b) *Statements.* All your payments made through Bill Pay will appear on your monthly account statement(s). You can also view payment activity on the Online Banking Account Activity screen.
- c) *Canceling the Bill Payment Service.* You may cancel your use of Bill Pay at any time by sending an electronic message or request or by calling the Bank at 712-262-3340 or 800-249-3340. If you notify us by telephone, we may request that you put your request in writing. We cannot cancel the Bill Pay service until all Pending Payments have cleared your Payment Account. If you have Pending Payments and do not want to wait for them to clear, you may individually delete these future payments. You will not receive a refund of any service fee if you cancel. The Bank may cancel or suspend Bill Pay, in whole or in part, at any time without prior notice. Cancellation or suspension shall not affect your liability or obligations for any payments made under this Agreement on your behalf.
- d) *Returned Bill Pay Transactions.* In using Bill Pay, you are requesting that we make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive an overdraft notice from the Bank. In such case, you agree that:
 - 1. You will reimburse us immediately upon demand for the transaction amount that has been returned to us;
 - 2. You will reimburse us for any fees imposed by the Bank as a result of the return;
 - 3. You will reimburse us for any fees we incur in attempting to collect the amount of the return from you; and,
 - 4. We are hereby authorized to report the facts concerning the return to a credit reporting agency.
- e) *Address Changes.* You agree to promptly notify the bank of any address change, electronic mail address change, and/or any change to your telephone number.
- f) *Payee Limitation.* We reserve the right to refuse to pay any Payee to whom you may direct a payment for security reasons or any other reason. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required, however, if you attempt to make a prohibited payment under this Agreement.

- g) *Information Authorization.* Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in Bill Pay, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Payee to resolve payment-posting problems.
 - h) *Closed Accounts.* You are responsible for any outstanding Bill Pay payments if you choose to close your bill payment account. You are to inform the bank of any outstanding payments at the time you close your bill payment account.
4. **Equipment.** You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software and Internet access services necessary for performing online services and any fees related thereto. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware, software or any Internet access services. This includes upgrading your browser to maintain the level of encryption required to operate Online Banking and Bill Pay, as that level may change from time to time.
 5. **Business Days/Hours of Operation.** The Bank's business days are Monday through Friday, except Federal Reserve holidays. Online Banking and Bill Pay are available 24 hours a day, 7 days a week except during maintenance periods or circumstances beyond our reasonable control. The cut-off times for Bill Pay transactions are 8:00 a.m. and 3:00 p.m. Central Time.
 6. **Fees.** The Bank will not charge you a fee for using Online Banking or Bill Pay. Regular transaction fees may be in effect for your accounts. We may assess a fee for any payment request drawn against insufficient funds in your Payment Account. You will reimburse us for any fees imposed by the Bank as a result of the return and you will reimburse us for any fees we incur in attempting to collect the amount of the return from you.
 7. **Limitation of Access/Security.** The Bank may terminate Online Banking and Bill Pay in whole or in part at any time without prior notice. The Bank reserves the right to limit or suspend your access to Online Banking and Bill Pay at any time. In order to maintain secure communications and reduce fraud, you agree to protect the security of your Online Banking ID and Password. We reserve the right to block access to Online Banking to maintain or restore security to our Site and systems, if we reasonably believe your access codes have been or may be compromised or are being used or may be used by an unauthorized person(s).
 8. **Your Responsibility.** Use of your Online Banking ID and Password is the agreed security procedure to access Online Banking. In order to prevent unauthorized access to your accounts and to prevent unauthorized use of Online Service, you agree, by using Online Banking and/or Bill Pay, to keep confidential, and to not give or make available your ID and Password to any person not authorized to access your accounts. The loss, theft or unauthorized use of your IDs and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line. If you disclose your ID and/or Password to any person(s) or entity, you assume all risks and losses associated with such disclosure. You are responsible for all transfers and Bill Payments you authorize using Online Services. If you permit any other person(s) or entity to use Online Services or to access or use your ID and/or Password, you are responsible for any

transactions and activities they authorize from your accounts. You agree to immediately notify us of any unauthorized use of your ID and/or Password or of any other breach of security, or if you believe someone may attempt to use Online Services without your consent or has transferred money without your permission. You can contact us by calling 712-262-3340 or 800-249-3340 between 8:00 a.m. and 4:30 p.m. Central Time.

9. **Electronic Fund Transfer (EFT) Provisions For Consumers**

- a) *Applicability.* The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). Farmers Trust and Savings Bank may, when applicable, rely on any exceptions to the provisions in this Section that are contained in Regulation E. All terms not otherwise defined in this Agreement, which are defined in Regulation E, will have the same meaning when used in this section.
- b) *Your Liability.* Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:
 1. If you notify us within two business days after learning of the loss or theft of your password, your liability will not exceed \$50.
 2. If you do NOT tell us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.
 3. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.
 4. If your delay in notifying us was due to extenuating circumstances, we will extend the times specified in the immediately preceding paragraphs 1, 2 or 3 above to a reasonable period.
 5. You may notify us in person, by telephone, by e-mail, or in writing.
- c) *Telephone Number and Addresses.* The telephone number and address of the person or office to be notified when you believe that an unauthorized EFT has been or may be made are:
 - In person at 125 W 4th St, Spencer, Iowa
 - By phone at 712-262-3340 or 800-249-3340, 8:00 a.m. to 4:30 p.m. Central Time Monday through Friday
 - By mail at Farmers Trust and Savings Bank, P.O. Box 7980, Spencer, IA 51301
 - By e-mail at farmersinfo@farmerstrust.bank.

Damages. THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, CAUSED BY OR THE USE THEREOF, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, EQUIPMENT, SOFTWARE OR ANY INTERNET ACCESS SERVICES.

Warranties Disclaimer. THE ONLINE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", AND WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, CONCERNING THE HARDWARE, SOFTWARE OR

ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Errors or Questions. In cases of errors or questions concerning transactions completed with Online Banking, do one of the following, as soon as possible:

- Contact us in person at 125 W 4th St, Spencer, Iowa;
- Telephone Farmers Bank at 712-262-3340 or 800 249-3340;
- Write to us at Farmers Trust and Savings Bank, Attn: Online Banking, P.O. Box 7980, Spencer, IA 51301-7980;
- Initiate a payment inquiry by e-mail at farmersinfo@farmerstrust.bank.

We must hear from you within 60 days after you receive the first statement or notification in which the error or problem appeared. Please include the following information:

- Name
- Account Number(s)
- Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information
- The amount of the error(s)
- For Bill Pay, also tell us:
 - Checking account number used to pay the bill
 - Payee name
 - Date the payment sent
 - Confirmation number
 - Payment amount
 - Payee account number for the payment in question

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Miscellaneous Terms. In addition to this Agreement, you agree to comply with all applicable account agreements, including, without limitation, the Loan and/or Deposit Account Agreement that you received when opening your account, as amended, and with all applicable State and Federal laws and regulations.

The Bank may amend or change this Agreement (including applicable fees and service charges) by sending you written notice by electronic mail or by regular mail sent to your address as it appears on your account records. You agree that the Bank may also send you future notices and disclosures about your accounts with the Bank by electronic mail, where permitted by law. Any use of the Online Services after we

send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the programs, services and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material, and to limit access to Online Services more recent revisions and updates.

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

We refer you to the Agreement that you received when opening your loan and/or depository account, as amended, for additional terms and conditions and disclosures that apply to your accounts with the Bank, as this Agreement is an addendum to such Loan and/or Deposit Account Agreement.

The Bank has the right to change or terminate this agreement at any time.

BANNO END USER AGREEMENT

The following terms and conditions must be included in an agreement between your financial institution and each end user who accesses Banno Mobile. These terms shall not be modified without JHA's prior written consent.

The primary licensor for Farmers Trust & Savings Bank's mobile banking service is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our mobile banking service, you hereby agree as follows:

(i) General. Access to our mobile banking service via your mobile device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the mobile banking service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the mobile banking service.

(ii) Source of Information. The mobile banking service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iii) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the mobile banking service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(iv) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the mobile banking service, you are voluntarily supplying that content to Provider for the purpose of providing the mobile banking service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the mobile banking service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You

acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the service you are assuming those risks.

(v) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the mobile banking service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vi) Disclaimer of Warranty. THE MOBILE BANKING SERVICE 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 MOBILE BANKING SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE MOBILE BANKING SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE BANKING SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(vii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, 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, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion 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 End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are 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. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the application. For example, it tracks how many visitors the application has, which screens they spend time on, what kinds of operating systems and mobile devices they use, and how they found the application. Google Analytics does not track, collect, or upload any data that personally identifies an individual (such as a name, email address, account number

or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this application for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.