

## Mobile Banking Terms and Conditions

**Please review the following terms and conditions. If you agree to these terms, indicate your acceptance by clicking "I accept the Terms and Conditions of Use" below to proceed.**

Mobile Banking Enrollment Terms and Conditions

### END USER TERMS

This service is provided to you by Bank of Luxemburg and powered by a Third Party "Licensor" mobile technology solution. Section A of these End User Terms is a legal agreement between you and Bank of Luxemburg. Section B of these End User Terms is a legal agreement between you and the Licensor.

### SECTION A

#### BANK OF LUXEMBURG TERMS AND CONDITIONS

Thank you for using Bank of Luxemburg Mobile combined with your handheld's text messaging capabilities. For help, text "HELP" to 49794. To cancel your plan, text "STOP" to 49794 at anytime. In case of questions please contact customer service at 920-845-2345.

#### Terms and Conditions

1. The 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 Bank of Luxemburg. 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.
2. The services are provided by Bank of Luxemburg and not by any other third party. You and Bank of Luxemburg are solely responsible for the content transmitted through the text messages sent to and from Bank of Luxemburg. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

#### Your Obligations

When you use Mobile Banking to access your accounts, you agree to the following:

1. Account Ownership/Accurate Information. You represent that you are the legal owner or authorized signer of the accounts and other financial information which may be accessed via 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 operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by short message service, e-mail, and other methods, communications relating to Mobile Banking, including without limitation welcome messages, information and requests for information relating to use of Mobile Banking. You agree to use Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly and report any errors as outlined in Bank of Luxemburg's Online Banking and Bill Pay Agreement.
2. Location Based Information. If you use any location-based feature of Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location-based features of Mobile Banking.
3. Export Control. You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations.
4. Proprietary Rights. You agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any software or other electronic device applications associated with Mobile Banking.

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

6. No Commercial Use or Re-Sale. You agree that the Mobile Banking Services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

7. Indemnification. You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Addendum, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

8. Safeguarding Information, Device and Password. You are responsible for safeguarding your electronic device and any content you store and/or transmit via data or messaging services to the Bank. You are responsible for safeguarding any passwords or other authentication data that may be used to access Mobile Banking via your electronic device. You are responsible for the installation, maintenance and operation of your electronic device and software. You are responsible for errors or failures from the malfunction of your electronic device, software or for any virus or related problems associated with the use of the mobile application. You are responsible for the removal of the Mobile Banking application if you no longer own your electronic device to safeguard your information. You will be responsible for contracting with your own Internet Service or Phone Provider. You must also meet our minimum browser requirements. You are responsible for all transactions performed as outlined in the Your Liability section of Bank of Luxemburg's Online Banking and Bill Pay Agreement.

9. We may, from time to time introduce new electronic banking services. You will be notified of these electronic services and we may update this agreement to incorporate any new electronic services. Your use of the new electronic services will signify your acceptance of the terms and conditions governing these new electronic services.

#### Charges for your Service

You agree to pay for Mobile Banking in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

#### Additional Provisions

##### A. Mobile Banking Services Limitations.

1. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assumes responsibility for any disclosure of account information to third parties by someone other than us or our service providers, the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking.

2. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any electronic device or mobile network which you utilize to access Mobile Banking.
3. You agree to exercise caution when utilizing the Mobile Banking application on your electronic device and to use good judgment and discretion when obtaining or transmitting information. For security reasons, your mobile banking session will time out after a short period of inactivity.
4. Information about activity is synchronized between the Mobile Banking software and our Online Banking website. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through our Online Banking. Information available directly through our Online Banking may not be available via the Mobile Banking software, may be described using different terminology, or may be more current than the information available via the Mobile Banking software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through our Online Banking. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
5. Bank of Luxemburg will make every reasonable effort to secure the service to prevent access by unauthorized persons and to prevent malicious content such as viruses. We reserve the right to take actions to protect our systems and information; we may at our discretion deny access to users of the Mobile Banking service. You are responsible for remaining current to the download of any updates that apply to the Mobile Banking application.
6. The accounts that you access using the Mobile Banking service are subject to the terms and conditions of your Deposit Account Agreement and Disclosure including the terms and conditions for Bank of Luxemburg's Online Banking and Bill Pay Agreement.
7. The privacy of your information is important to us. Please refer to our Privacy Policy for a comprehensive statement on the safeguards to protect your confidential personal information.

#### B. Changes or Cancellation.

1. You may cancel your participation in Mobile Banking by calling us at 920-845-2345. We reserve the right to change or cancel Mobile Banking at any time without notice.
2. We may also suspend your access to Mobile Banking at any time without notice and for any reason. We may also discontinue your access to Mobile Banking services for non-use after a consecutive six (6) month period. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

#### C. Severability

If any provision of this Addendum is declared invalid by a court or other tribunal of competent jurisdiction then, except to the extent set forth in the Disputes section above, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Addendum shall be valid and enforceable to the fullest extent permitted by applicable law.

#### **Mobile Check Deposit**

1. **Services.** The Mobile Check Deposit service is designed to allow you to make deposits to your checking, savings or money market accounts from home or other remote locations by capturing checks via mobile device and sending the images to the bank. There is currently no charge for the Services. In the future, we may add to or enhance the features of Mobile Check Deposit. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Bank of Luxemburg reserves the right, in its sole discretion, to

change, modify, add or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Limitations of Service. When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. Eligible items. You agree to capture and deposit only checks, money orders or cashier's checks made payable to you, with a current date (within 6 months) drawn on a United States Federal Bank.

5. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. Daily and monthly limits will be disclosed at the time the service is being utilized.

6. Endorsements. You agree to clearly and properly endorse each item you transmit for deposit through the Service and to include the restriction "FOR MOBILE DEPOSIT ONLY AT BANK OF LUXEMBURG" in such endorsement. You agree to follow any and all other procedures and instructions for use of the Services as the bank may establish from time to time. Any loss the bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

7. Image Quality. You are responsible for transmitting to the bank an accurate image of the front and back of each check you are depositing and for assuring that the information you transmit with the image accurately reflects the image. Images must be completely legible and satisfy the standards the bank requires from time to time. Bank's requirements include, but are not limited to, ensuring that the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

8. Availability of Funds. You acknowledge that Mobile Deposits are subject to the bank's normal funds availability policy. However, if an image of an item you transmit through the Service is received and accepted before our established cutoff time on a business day that the bank is open, the bank may consider that day to be the date of your deposit. Otherwise, the bank may consider the deposit as though made on the next business day the bank is open. A business day is defined as Monday through Friday, excluding federal holidays. The cutoff time period for mobile deposit will be disclosed at the time the service is being utilized. We may delay availability of funds from any deposit you make at any time. Any delay of your deposit will be sent via email notification.

9. Email Notification. You will receive an email notification confirming receipt of your deposit and a second notification that your deposit has been approved or declined for processing. All deposits received by the bank are subject to verification and final inspection. The bank may reject any deposit which it receives for any reason or no reason. 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 deposit. In all cases, you remain responsible for any loss or overdraft and any applicable fees that result from the rejection of any deposit. If the bank rejects a Mobile Deposit, you may attempt to deposit the original check at the bank. You are solely responsible for verifying that checks you deposit at the bank have not been credited through this or any other Mobile Banking Service.

10. Storage, Security and Destruction of Checks. Before safely destroying your check, keep it in a secure location following the successful completion of your deposit. Proper check destruction would include shredding the original check before disposal. The time period to secure your check will be disclosed at the time the service is being utilized.

## 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 of Florida excluding that body of laws pertaining to conflict of laws. 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 Florida 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.