Internet Banking Agreement

The first time you access your accounts through Internet Banking, you agree to be bound by the terms and conditions of this Internet Banking Agreement ("Agreement") and acknowledge its receipt and your understanding of its terms.

Introduction

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at CNB Bank & Trust, N.A. ("Institution", "we", "us" and "our") via our online Internet Banking site(s) ("Internet Banking"). As used in this Agreement, the terms "you" and "your" refer to each person signing an Internet Banking Application.

Benefits of Internet Banking

Through Internet Banking, you can manage eligible accounts from your home or office on a personal computer. Internet Banking can be used to conduct any of the following "Online Financial Services":

Obtain balances and transaction histories on all eligible accounts enrolled in Internet Banking (All account balances and transaction histories reflect activity through the close of the previous banking day); transfer money between eligible accounts (The number of transfers you can make from accounts is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires.); transfer money to pay Institution for overdraft protection, consumer loans, home equity loans, or certain other eligible loans; and pay bills to any merchant, financial institution or an individual with a U.S. address.

Institution may, from time to time, introduce new Online Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

Security & Protecting Your Account

We are strongly committed to protecting the security and confidentiality of our customer accounts information. We use several techniques to help secure our Internet Banking service, including the following:

- You can only access Institution with certain browsers that have a high security standard.
- Your account numbers are never displayed in full - only the last 4 digits can be viewed.
- You must have a valid Internet Banking ID and personal identification number ("PIN") to logon.
- If no action is taken for 10 minutes, you will be automatically logged off the Internet Banking service.

Requirements

To access Online Financial Services you must have a Netscape 4.0 , Internet Explorer 4.0 or compatible web browser and 128 bit data encryption. To obtain free copies of this software, just click on the appropriate link below:

http://www.netscape.com/download/
http://www.Microsoft.com/downloads/

In addition to compatible software, you must have an Internet Banking Access ID, a personal identification number ("password") and maintain one or more of the following eligible accounts at Institution:

- Checking
- Savings
- Certificate of Deposit
- Loan

Online PIN

Your PIN will give you access to Institution accounts via Internet Banking. Institution is entitled to act on any instructions it receives using your PIN. For security purposes, it is recommended that you memorize your PIN and do not write it down. We also recommend that you change your PIN regularly to try and avoid misappropriation by a third party. Your PIN can be changed at our Internet Banking site. You are responsible for keeping your PIN and account data confidential. When you give someone your PIN, you are authorizing that person to use Internet Banking and the Online Financial Services. You are responsible for all transactions performed using your PIN, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your PIN will be charged against your account(s).

Accessibility

You can usually access Online Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Internet Banking or Online Financial Services may not be available due to system maintenance or reasons beyond Institution's control. Institution does not warrant that Internet Banking or Online Financial Services will be available at all times. When unavailable, you may use CNB Infoline – Telephone Banking 800-342-2620, an automated teller machine ("ATM") or an Institution branch office to conduct your transactions. An Online Financial Service transaction initiated prior to 4:00 PM (Central Time) on a banking day is posted to your account that day. All transfers completed after 4:00 PM (Central Time), or on a non-banking day, will be posted the following banking day.

Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Internet Banking or Online Financial Services. You may not gain, or attempt to gain, access to any Internet Banking and/or Online Financial Service server, network or data not specifically permitted to you by Institution or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its suppliers.

Bill Payment Service

The Bill Payment service allows you to schedule bill payments through Internet Banking. Institution does not provide the service directly. Instead, Institution entered into an agreement with a bill payment provider to provide the bill payment services directly to you. Subject to any regulatory or Institution-imposed limitations on usage, you can arrange, at your option, for the payment of your current, future and recurring bills from a checking account. There is no limit to the number of payments that may be authorized, and you may pay any merchant or individual approved by the bill payment provider; however, the amount of any individual payment may not exceed $9,999.99. While payments are initiated by you electronically, they are ultimately paid via an automated clearinghouse (ACH) network or by a paper check. Payments delivered over an ACH network are governed by the rules and performance standards of that network.

By furnishing the names of your payees/merchants and their addresses, you authorize Institution and its bill payment provider to follow the payment instructions you provide for those payees/merchants. When payment instructions are received, funds will be remitted from the selected account to the appropriate payee on your behalf

on the day that you request ("Payment Date"). However, there is no obligation to make requested payments unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill as of the Payment Date. Funds for bill payments will be withdrawn from your account on the applicable Payment Date. A bill payment account ("Bill Payment Account"), separate from any account you hold at Institution, is established at the Bill Payment provider. When the Bill Payment provider receives notification of any return item, such as NSF or Account Closed, a block is placed on the Bill Payment Account for a minimum of five (5) business days. This prevents you from initiating any additional payments through the Bill Payment Account or from having any recurring or future dated payments made until the original return item has been paid. The bill payment provider is obligated to pay any late fees incurred by you because of late payments so long as you allow ten (10) business days for payments by check and at least four (4) business days for electronic payments.

Institution and its Bill Payment provider reserve the right, at their discretion, to implement security features to reduce risk of loss. These may include requiring pre-authorized drafts, verifying funds through an ATM network, and separating debits from credits so that payments are not sent until after good funds are received.

Institution and its Bill Payment provider also reserve the right to terminate your use of Bill Payment services at any time.

If, for any reason, you should ever wish to cancel Internet Banking, we strongly suggest that you cancel all future bill payments at the same time. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete any outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your Bill Payment service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

Responsibility

Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Internet Banking or Online Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Internet Banking or Online Financial Services; (ix) you knew that Internet Banking and/or the Online Financial Services were not operating properly at the time you initiated the transaction or payment; (xi) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

Fees and Charges

You must promptly pay the following fees and charges for use of the Online Financial Services described in this Agreement.

Personal Bill Payment

The monthly Bill Payment fee covers service for the prior month and is effective upon your enrollment in the Bill Payment service. The monthly Bill Payment fee will be charged to your payment account at Institution regardless of whether or not any bill payments are made during the applicable month. Unless otherwise specifically indicated, all fees shall be deducted automatically on a monthly basis from a payment account you designate at Institution. In the event your payment account has insufficient funds to cover any fees, Institution may deduct the fees from any other account you have at Institution in any order it chooses. If you close the designated payment account, you must notify Institution and identify a new payment account for the selected Online Financial Services. Additionally, if you close all Institution accounts, you must notify Institution and cease all use of the Online Financial Services. If fees cannot be collected from any of your accounts, Institution may cancel all or some of your Online Financial

Services. After cancellation, Institution may reinstate some or all of the Online Financial Services, at its discretion, if you deposit sufficient funds in your account(s) to cover any accrued fees and pending transfers or debits. You are solely responsible for any telephone or Internet service provider charges incurred when using the Online Financial Services.

Unauthorized Transactions

You should notify us immediately if you believe anyone has improperly obtained your PIN or if you suspect any fraudulent activity in your account(s). If your PIN has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than $50. If you do not tell us within the two (2) business day period, you could lose as much as $500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days.) If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

Electronic Mail (Email)

Sending Email is a very good way to communicate with Institution regarding your accounts or the Online Financial Services. However, your email is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances, in any email to Institution. You cannot use email to initiate Online Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Internet Banking site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your email.

Disclosure of Information

Information submitted to Institution or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by Institution or prohibited by law.

Links to other Sites

Information that Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Institution's site. Institution makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Virus Protection

Institution is not responsible for any electronic virus that you may encounter using the Online Fund Services. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

Damages and Warranties

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Internet Banking or the use of the Online Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus(es) Customer may encounter after installation of such software or use of Internet Banking or the Online Financial Services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Institution and its suppliers provide Internet Banking and the Online Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Internet Banking or the Online Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Internet Banking and/or the Online Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Internet Banking, the Online Financial Services, or contained in any third party sites linked to or from Institution's web site. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF INTERNET BANKING, ONLINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

Additional Remedies

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

Termination and Changes in Terms

Institution reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) physical mail at the address shown in our records; and/or 2) update of our web site.

Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Illinois, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Pinellas County, Florida, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

Assignment

Institution may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Institution.

Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

Waiver

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

The Bank has the right to modify or terminate this Agreement or the Deposit Account and Conditions at any time. When making Changes, the Bank will comply with all legal notice requirements. Once this Agreement is terminated, the Bank will not allow any additional transactions on the account, nor will additional Internet Banking Service be permitted. If this Agreement is modified, your continued use of the Account will represent your acceptance of the changes.

Mobile Banking Addendum To Agreement for Online Banking Services

This is an addendum to your Online Banking Services Agreement ("Agreement") and sets forth the additional terms and conditions for use of the Mobile Banking Services ("Mobiliti") offered through CNB Bank & Trust, N.A., to you. Except where modified by this Addendum, the Online Banking Services Agreement remains in effect. Terms defined in the Agreement that are not defined in the Addendum have the same meaning here. This Addendum and the Agreement constitute the entire agreement between us and you relating to Mobile Banking, supersede any other agreements relating to Mobile Banking, and may only be amended as provided in the Agreement. If there is a conflict between Agreement and this Addendum, the terms in this Addendum will govern your use of Mobile Banking.

I. ACCEPTANCE OF ADDENDUM.

A. Accepting this Addendum.

By clicking "I Agree" when you register for Mobile Banking Services ("Mobiliti™") or by using the Mobile Banking Services, you agree to the terms and conditions of this Addendum.

B. Description of Services.

Mobile Banking is a personal financial information management service that allows you to:

(i) access CNB Bank & Trust, N.A., account information such as balances and recent transaction history;

(ii) transfer funds between your accounts at CNB Bank & Trust, N.A.;

(iii) make payments to merchants and individuals who have previously consented to accept payments through our online bill pay service;

(iv) and make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

Not all Mobile Banking Services are available on all types of mobile devices. We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

C. Use of Services.

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software ("Software").

From time to time we may change, upgrade, or add new features to Mobile Banking.

In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

D. Relationship to Other Agreements.

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees,

limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

II. MOBILE BANKING SOFTWARE LICENSE AGREEMENT

A. License.

Subject to any compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you may be required to download and install the Software to that new or different Wireless Device.

B. License Restrictions/Revocation.

This License shall be revoked immediately upon any of the following conditions,

(i) your termination of Mobile Banking;

(ii) your deletion of the Software from your Wireless Device;

(iii) your noncompliance with this Addendum;

or (iv) written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of Software such as Fiserv) reserve all rights not granted to you in this Addendum.

C. Software.

The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy or reproduce all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of the Software. The provisions of this Paragraph will survive termination of this Agreement.

III. YOUR OBLIGATIONS

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

A. Account Ownership/Accurate Information.

You represent that you are the legal owner of the accounts and other financial information that 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. You also agree not to misrepresent your identify 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 sms text message, e-mail, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking and other Online Banking services. You agree to use Mobile Banking carefully, to keep your password confident and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 1-866-342-2620 and to cancel immediately your participation in Mobile Banking if you observe any material errors in the mobile Banking Services.

B. Location-Based Information.

If you use any location-based feature for 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 may cease using location-based features of Mobile Banking.

C. 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. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

D. Proprietary Rights.

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

E. 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, patents, 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.

F. 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.

G. 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.

IV. CHARGES FOR THE SERVICE

You agree to pay for Mobile Banking in accordance with our current fee schedule and as amended from time to time. We will advise you of any fee changes prior to implementing them. 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 our Schedule of Fees. Message and data rates may apply.

V. ADDITIONAL PROVISIONS

A. Mobile Banking Services Limitations.

1. Neither we, nor any of our service providers, including Fiserv, 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.
2. Neither we, nor any of our service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking.
3. Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless Device or mobile network that you utilize to access Mobile Banking.
4. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
5. Information about activity is synchronized between the Mobile Banking software and our Website. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through our website. Information available directly through our website may not be available via the Mobile Banking software, may be described using different terminology, or may be more current that 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 website. 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.
6. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

B. Changes or Cancellation.

You may cancel your participation in Mobile Banking by calling us at 1-866-342-2620. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

C. Use of Data

We, and our service providers, will use information you provide for purposes of providing the Mobile Banking Services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking in a month).

D. Third Party Beneficiary.

You agree that our service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries to this Addendum, with the power to enforce its provisions against you.

E. Limitations and Warranty Disclaimers.

We and our service providers disclaim all warranties relating to the Mobile Banking Services or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised or, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Except to the extent prohibited by applicable banking regulations, under no circumstances will the total liability of us or our service providers to you in connection with the Mobile Banking Services or otherwise under this Addendum exceed $5,000.