

**FIRST STATE BANK  
DIGITAL BANKING SERVICES AGREEMENT**

This Digital Banking Services Agreement (the “Agreement”) describes your rights and obligations as a user of First State Bank’s Digital Banking Services (as further defined below, the “Services”). The Agreement also describes the rights and obligations of First State Bank (the “Bank”). Please read the Agreement carefully. By enrolling or using the Services, you agree to comply with the terms and conditions of the Agreement.

**ELECTRONIC DISCLOSURE AND CONSENT**

By choosing Accept when enrolling in the Services or otherwise using the Services, you agree to the terms and conditions of the Agreement. You also agree to receive all changes and updates to the Agreement and all disclosures, notices, and other communications regarding the Services (as defined below) electronically. You are deemed to have received any electronic communication provided to you when they are made available to you. You can request free paper copies of any of these documents by calling 1-800-994-2500 or sending an e-mail to [questions@bankfirststate.com](mailto:questions@bankfirststate.com).

You can withdraw your consent to future electronic receipt of documents by calling 1-800-994-2500 or sending an e-mail to [questions@bankfirststate.com](mailto:questions@bankfirststate.com). However, withdrawing your consent means you will no longer be able to access the Service. For you to access and retain disclosures electronically in connection with this Service, your system must meet the minimum system requirements provided in section 8 of this Agreement.

**1. GENERAL**

**Definitions:** The following definitions apply in this Agreement:

- “Access Codes” mean your Username, Password and any other PIN required by the Bank to access the Services.
- “Business Day” means any day during which the office of Bank is open to the public for conducting all banking functions, in accordance with specified cut-off times. Saturdays, Sundays, federal or state holidays or any day recognized by a Federal Reserve Bank as a holiday shall not be considered a Business Day, even if the Bank’s offices are opened.
- “Mobile Banking App” means our mobile banking application.
- “Online Banking” means accessing the Services through our online banking platform on any device.
- “Password” is the code sent to you by the Bank for use during the initial sign-on, or the code you select after the initial sign-on that establishes your connection to the Service.
- “Service” or “Services” mean any online or mobile services available through the Bank’s website and/or the First State Bank mobile application, including, as may be amended from time to time, Online Banking, Bill Pay, E-Bill, Transfers, Mobile Banking, Mobile Deposits, Alerts, and Online Statements.
- “Time of day” references are to Central Time (CT).
- “Username” is the username established by use for use during the initial sign-on that, when accompanied by your Password and other applicable security features, established your connection to the Service.
- “We”, “us” and “our” refers to the Bank and its affiliates and their successors and assigns, which offers the Services, and which holds the accounts accessed by the Services.
- “Website” shall include all of the Bank websites maintained by us and accessible through [www.bankfirststate.com](http://www.bankfirststate.com) or through the Bank’s mobile applications and any other website you can access only after you, or a person for whom you may be acting as an Authorized Representative, enter into this Agreement.
- “You” and “your” means the person enrolling in the Service. Thereby agreeing to this Agreement, both on your behalf and, if applicable, on behalf of your business as its authorized representative. When you use, or you permit any other person(s) to use, any part of this Service, you agree to the terms and conditions of this Agreement and agree to comply with the instructions found on help screens. This Agreement and the Services are also subject to other agreements between you and us, including Terms & Conditions of Your Account and Funds Availability Policies. In case of conflict, this Agreement will control.

**2. ELIGIBLE FIRST STATE BANK ACCOUNTS; ACCESS TO SERVICES**

To use the Services; you must have an eligible account. Eligible accounts for Online Banking are Bank checking accounts, savings accounts, money market accounts, CDs, and IRAs, as well as consumer loan accounts, and certain business loan accounts. Eligible accounts for bill payment and e-bills are Bank checking accounts only. Some (but not all) types of accounts that have multiple authorized signers for withdrawals can be eligible accounts. To the extent permitted by law, the Bank is authorized to review any consumer credit report and any other internal banking account record related to any customer’s use of these Services.

Your ability to access accounts online, including certain personal accounts that have been linked to eligible business accounts, may be terminated if we are presented with, and in good faith rely on, resolutions or any other documentation purporting to remove you as a signer or authorized user from any eligible business account.

The Bank website URL <https://my.bankfirststate.com/enroll> provides a link to enroll in Online Banking. You will gain access to the Services using your Internet-enabled device, your Internet Service Provider, your Username, and your Password. The Services are available 24 hours-a-day, seven days-a-week, except during special maintenance periods, which are communicated to you via email notification.

### 3. SERVICES OFFERED; TRANSACTION PROCESSING TIMES; TRANSACTION LIMITATIONS

- A. Online Banking; Mobile Banking.** You may access your account(s) by computer and via the internet or through our Mobile Banking App. To protect you and your account information, the Services require you to enter Access Codes and a two-step verification method when logging in.
- B. Bill Pay.**
- Bill Pay.** Through Online Banking, you may make one-time bill payments and/or set up recurring bill payments to be made from your account ("Bill Pay" and "Bill Payment")
  - Processing Time.** You may add, delete, or edit a Bill Payment through Online Banking. (Remember: modification of an automatic payment instruction will affect all future payments associated with that payment.) The payment date is not necessarily the date that your Bill Payment will be processed. To ensure Bill Payments arrive on time, allow at least two Business Days for electronic and a minimum of four Business Days for standard check payments. You may review the estimated payment arrival date to determine payment delivery. If a future dated Bill Payment falls on a holiday or weekend, the Bill Payment will be processed before the holiday or weekend.
  - Limitations.** Daily and per item dollar limits may vary and are subject to change at the discretion of the Bank. You may not use Bill Payment services to (a) pay taxes directly to governmental agencies or to make other payments directly to governmental agencies, (b) pay court-directed alimony or support, or (c) make payments to persons outside of the United States or U.S. territory.
- C. E-Bills:**
- E-Bills.** E-bills are a feature of Bill Payment that enable you to receive billing statements electronically if you authorize the Bank to obtain information from the biller and the biller permits electronic delivery of bills ("Participating Biller").
  - Authorization.** You must authorize the Bank to obtain information from a Participating Biller to receive an e-bill. To do so, you must authorize us to use your Username, Password and any other personal data that is necessary to set up an e-bill. You appoint us as your agent for the limited purpose of setting up e-bills.
  - Periodic Statements.** If you have authorized the Bank to access your billing information from a Participating Biller, you will receive a periodic statement from each Participating Biller that you have authorized the Bank to contact. Your e-bill will appear on the Bank's Online Banking with such frequency as determined by the Participating Biller and you. It may take up to two billing cycles before your e-bill appears on the Bank's Online Banking website. At all times, you are responsible for keeping your bills current and paid, including, but not limited to, the period during which your e-bills are being set up.
  - Notifications and Reminders.** You may set up e-mail alerts so that you receive an alert when your e-bill arrives and an alert when payment is due. Notifications and reminders are solely for your convenience; it is your responsibility to maintain an accurate e-mail address and to log on to the Bank's Online Banking website to check for the delivery or status of e-bills.
  - Automatic E-Bill Payments.** You may set up automatic payment of e-bills so that a payment is sent in accordance with payment rules that you specify. If you cancel an e-bill with an automatic payment rule established, it might take up to two billing cycles for the automatic payments to cease.
- D. Transfers:**
- Internal Transfers.** Internal transfers enable you to transfer funds between your account(s) that you maintain with the Bank.
  - External Transfers.** External transfers enable you to transfer funds between your account(s) that you maintain with the Bank ("account"), and your account(s) that are maintained by other financial institutions ("External Account"). You represent and warrant that you are either the sole owner or a joint owner of the account and the External Account and that you have all necessary legal rights, power, and authority to transfer funds between the account and the External Account. If you are a joint owner of the account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such accounts or to even withdraw all funds from such accounts); and (ii) we may act on your instructions regarding such accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is in the United States or U.S. territory. Business accounts are not eligible for external transfers.
  - Authorization.** When we receive a transfer instruction from you, you authorize us to (i) debit your applicable account and remit funds on your behalf to the External Account designated by you; or, as applicable, to (ii) debit your applicable External Account on your behalf and credit your account designated by you. You also authorize us to reverse a transfer if there are insufficient funds in the debited account or if the transfer is returned from the External Account in the transaction for any reason, including but not limited to insufficient funds.
  - Preauthorized Transfers.** You can arrange to pay certain bills directly from your checking and savings account in the amounts and on the days you request. For example, you can arrange to receive certain automatic deposits from other people (e.g., Social Security payments or payroll payments) to your checking or savings account. Also, when you pay a merchant or other person for a transaction using a check (for example, to pay for goods or services, or to pay a bill), you may give the merchant or other person permission to use information from your check to make a one-time ACH debit from your account for the amount of the check. If the payment is handled as an ACH debit, funds may be withdrawn from your account as soon as the same day that you give your check to the merchant or other person. Although the above are some examples of preauthorized transfers, this is not an exclusive list of the types of preauthorized transfers or transfers initiated by third parties.

- v. **Liability.** We will make reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  - a. If you miss the deadline to complete a transfer, as may be communicated to you from time to time by the Bank.
  - b. If, through no fault of ours, the account or External Account does not contain sufficient funds to complete the transfer, or the transfer would exceed the credit limit of your overdraft account.
  - c. The Services are not working properly, and you know or have been advised by us about the service interruption before you execute the transaction.
  - d. You have not provided us with the correct information, including but not limited to the correct account or External Account information.
  - e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- vi. **Your Liability and Responsibilities.** It is your responsibility to ensure the accuracy of any information that you enter into the Services, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- vii. **Limitations.** Daily and per item dollar limits may vary and are subject to change at the discretion of the Bank. You may not use external transfers for accounts outside of the United States or U.S. territory.

#### E. Mobile Banking:

- i. **Enrollment.** Mobile Banking is an extension of the Bank's Online Banking services through use of the Mobile Banking App ("Mobile Banking"). You must be enrolled in Online Banking prior to being eligible to utilize Mobile Banking. To do so, please visit <https://my.bankfirststate.com/enroll>.
- ii. **Fees.** 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 the Bank. 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.
- iii. **Privacy and User Information – Data Analytics.** You acknowledge that in connection with your use of Mobile Banking, the Bank and its affiliates and service providers, including Jack Henry and Associates, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking. The Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.
- iv. **Biometric Authentication.** You may access your Online Account using biometric authentication (facial recognition, Touch ID, or Fingerprint) to log into the Mobile Banking App securely instead of entering your Username and Password. Your Username and Password will not be stored on your device. Fingerprints and facial recognition are only stored on your device. The Bank does not see or store your fingerprint or facial recognition information.

#### F. Mobile Deposit:

Mobile Deposit is a tool that is designed to make it easy and convenient to deposit checks anywhere, anytime from your camera enabled (Android/iOS) smartphone into your account.

- i. **Services.** The mobile remote deposit capture services are designed to allow you to make deposits to your checking, money market or savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to the Bank ("Mobile Deposits").
- ii. **Endorsement.** Checks should include the following endorsement "**For Mobile Deposit to First State Bank**" along with your signature(s).
- iii. **Funds Availability.** If the Bank receives the image of an item for deposit on or before 6:00 p.m. CT on a Business Day, the Bank will consider that day the day of deposit. If the Bank receives the image of an item for deposit after 6:00 p.m. CT or on a weekend or on a non-Business Day, the Bank will consider the next Business Day as the day of deposit. Funds deposited using Mobile Deposit will be made available to you in accordance with the Bank's Funds Availability Policy Disclosure; the Bank's Funds Availability Policy Disclosure can be found in the Banks Terms and Conditions that you were given at the time you opened your account. All Mobile Deposits are subject to our verification and final review and/or may be rejected by us for any reason. Your deposit is not approved until you have received an approved email notification from us confirming the deposit has been verified. Mobile Deposits received, verified, and approved prior to 6:00 p.m. CT cut-off time will be made available on the next business day.
- iv. **Duplication of Deposits.** Unless the Bank has notified you that an item has been rejected or returned unprocessed, you are prohibited from subsequently presenting for deposit any item already deposited using the mobile deposit service. You agree that the posting of a deposit by the Bank into your account, such that it appears in the transaction history of the account as presented through the Services, shall constitute confirmation that the item has been credited to your account. You shall indemnify the Bank for any and all losses or other damage the Bank may suffer as a result of any deposit of your item more than once. You expressly authorize and instruct the Bank to debit your account(s) in the amount of any item which is deposited more than once.

- v. **Retention and Disposal of Transmitted Items.** Upon your receipt of a confirmation from the Bank that we have received an image of the check you transmitted; you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. From time to time during the 30 days that you are retaining the check you agree to make it available to the Bank upon request.
- vi. **Deposit Limit.** The Bank reserves the right to impose limits on the amount(s) of deposits that you transmit using the Mobile Deposits Service and to modify limits from time to time. If you attempt to initiate a deposit in excess of these limits, the Bank may reject your deposit. If the Bank permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and the Bank will not be obligated to allow such a deposit at other times. Daily and per item dollar limits may vary and are subject to change at the discretion of the Bank.
- vii. **Types of checks allowed.** You agree to only scan and deposit Checks that are made payable to the account holder. "Checks" shall include all of the following: personal checks, business checks, U.S. Treasury checks, cashier's checks, and money orders; any check payable in U.S. dollars and drawn on banks in the United States.
- viii. **Type of checks not allowed.** Foreign items, which included items drawn on foreign banks or payable in funds other than U.S. dollars, third party checks even if signed over to you, image replacement documents (IRD's), substitute checks, travelers cheques, stale dated checks, postdated checks, non-negotiable items, any item that has been re-deposited or returned, savings bonds, any item previously deposited or cashed.
- ix. **Image Quality.** The image of an item transmitted using Mobile Deposit must be legible and clear and provide all information on the front and back of the original item, including a complete image of any endorsements. It must not be altered. It must capture all information from both sides of the Item. The Bank reserves the right at its sole discretion to reject any image for deposit using Mobile Deposit.

#### G. Alerts:

- i. **Alerts.** Your enrollment in the Services includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your account(s). Account Alerts and additional Alerts must be managed and/or added online through the Service. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. The Bank reserves the right to terminate its Alerts service at any time without prior notice to you.
- ii. **Methods of Delivery.** We may provide Alerts through one or more channels (each of the following an "Endpoint" and collectively, the "Endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Bank Online Banking message inbox. You agree to receive Alerts through these Endpoints, and it is your responsibility to determine that each of the service providers for the Endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the Alerts Service. Please be advised that text or data charges or rates may be imposed by your Endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us with a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us regarding your primary email address or mobile device number.
- iii. **Alerts via Text Message.** You may stop Alerts via text message at any time. Alerts sent to your primary email address will be unaffected by this action.
- iv. **Limitations.** The Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factors affecting your mobile phone service provider, internet service provider(s) and other factors outside the Bank's control. We guarantee neither the delivery nor the accuracy of the contents of each Alert. You agree to not hold the Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.
- v. **Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your Username, Password, or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

#### H. Online Statements.

- i. **Online Statements.** Online Banking customers can elect to receive their monthly account statement electronically ("Online Statement").
- ii. **Fees.** Online Banking customers can enroll for Online Statements free of charge.

#### I. Card Controls.

- i. **General.** The card controls feature is only available for debit cards issued by the Bank that you register with the Mobile Banking App.
- ii. The card controls Alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact the Bank to discontinue the card controls alerts and controls.
- iii. Certain card control functionality within the Mobile Banking App may not be available for all transactions. Controls

and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

- iv. Card controls may enable access to the Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto.

**J. Preauthorized Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments as follows. Call or write to us at the telephone number or address listed in this Agreement in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you submit your request in writing within 14 days after your call. Please refer to our common features schedule for the amount we will charge you for each stop payment order you give.

**K. Preauthorized credits** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You may access your account(s) online to find out whether the deposit has been made.

#### 4. UNAUTHORIZED TRANSACTIONS

An "unauthorized transaction" is an Online Banking transfer, bill payment, or e-bill payment that does not benefit you and is made by a person who does not have actual authority to make such payment or transfer. A transaction by a joint account holder or other person with an interest in your account is not an unauthorized transaction. We may require you to change your Access Codes periodically. Please refer to Section 9 of this Agreement for details regarding user security. If you provide your Access Codes to another party, you are authorizing such party to conduct transactions on your accounts.

**Error Resolution Notice** – In case of errors or questions about your electronic fund transfers, call us at 1-800-994-2500 (8:30 am to 5 pm Monday through Friday excluding federal holidays) or write us at First State Bank, PO Box 268, New London, WI 54961, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You must report any error(s) no later than 60 days after we mailed or made available electronically to you the FIRST statement on which the problem or error appeared.

- Provide your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Provide the dollar amount of the suspected error.

If you call, we may also require you submit your complaint in writing within 10 days after your call. It will be determined whether an error occurred within 10 business days (five business days for Debit Card Point of Sale transactions by Visa and 20 business days if the transfer involved a new account) after you have communicated the error. If more time is needed, it may take us 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. If this option is exercised, your account will be credited within 10 business days (five days for debit card point of sale transactions processed by Visa and 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 to complete the investigation. If you are required to put your complaint in writing and it is not received by us within 10 business days, your account may not be credited. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

You will receive the results of the investigation within three business days of completion. If there were no errors, you would receive a written explanation. You may ask for copies of the documents that were used in the investigation.

**Contact us** immediately at 1-800-994-2500 (8:30 am to 5 pm Monday through Friday excluding federal holidays) if you believe someone has obtained your Access Codes or if someone has transferred or may transfer money from your accounts without your permission.

#### 5. YOUR LIABILITY AND RESPONSIBILITIES.

Tell us AT ONCE if you believe that your Access Codes have been compromised or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN without your permission. You will be liable for the lesser of:

- \$50
- The amount of money, property, or services obtained by unauthorized use of the card and/or PIN before you gave us notice.

If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or made available electronically 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. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

Liability under this Agreement related to unauthorized transactions on consumer accounts will be governed by the Electronic Fund Transfers notice provided to you at account opening.

Notwithstanding anything herein to the contrary, you are liable for all unauthorized transactions on a business account, including those made by or through the use of the Services, except in the case of our willful misconduct.

## **6. BANK'S LIMITATION OF LIABILITY.**

We will incur no liability whatsoever if we are unable to complete any transaction, payment or transfer properly because of any one of the following circumstances:

- A.** Your designated account does not contain sufficient available funds to complete the payment or transfer, or the payment or transfer would exceed the amount of your designated account's overdraft service or line.
- B.** You have exceeded or will exceed your daily transaction limit for a particular Service, in which case we have the right to process payments or transfers in any order that we determine in our sole discretion is appropriate.
- C.** Your failure to follow Payee's or Participating Biller's payment requirements.
- D.** Your failure to schedule a proper date for payment sufficiently in advance of the date that a payment is due.
- E.** Your failure to transfer funds from an External Account to an eligible account sufficiently in advance of the date that you need to use or withdraw the funds (including consideration for weekends, bank holidays, and the unavailability of funds for use after being deposited into an eligible account).
- F.** The Services, our equipment, the software, or communications link is not working properly.
- G.** The Payee or Participating Biller mishandles, delays posting a payment, or refuses or is unable to accept a payment.
- H.** The Participating Biller fails to deliver your billing statement to us.
- I.** Your e-bill is inaccurate or incomplete.
- J.** You have not provided us with the correct name(s), address or account information for Payees or Participating Billers.
- K.** You fail to provide Payees, Participating Billers, or us with your updated or changed personal information, including, but not limited to, your name, address, phone number, e-mail address, Username, and Password.
- L.** Your subscription to any Services has been terminated for any reason.
- M.** For circumstances beyond our control, including, but not limited to, fire, flood, or interference from an outside force, prevent the proper execution of the transaction.
- N.** The transfer of your funds is restricted by legal process or holds.
- O.** You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Digital Banking Services, including firewall protection, software patches, and virus protection. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.
- P.** You fail to log on to the Bank's Online Banking website to check on the delivery or status of e-bills.
- Q.** You fail for any reason to receive a notification or reminder regarding the delivery or status of an e-bill.
- R.** Delays in any mail service or e-mail service; or
- S.** Any other exceptions stated in this Agreement or related agreements or Terms & Conditions of Your Account and Funds Availability Policies.

If you follow all of the procedures described in this Agreement and if we, solely as the direct result of our error, misdirect or fail to timely send a properly authorized and properly set up payment or transfer, then we will reimburse you for any late charge penalty assessed by a Payee, Participating Biller or financial institution because your payment or transfer was received late. If, solely as a direct result of our error, we incorrectly execute the amount of your payment or transfer request, then we will credit or debit your account, whichever may be applicable, with the difference between the actual amount that we debited and the proper amount that should have been debited. If, solely as a direct result of our error, we send a payment or transfer to an incorrect person, then we will return the improperly transferred funds to your account and subsequently pay or transfer the funds from your account to the proper Payee, Participating Biller, or financial institution. In all other events, the risk of incurring and the responsibility for paying all late charges or other damages or penalties shall be borne exclusively by you. If you think you are entitled to a reimbursement for a late charge penalty, call us at 1-800-994-2500.

## **7. DAMAGES; LIMITATION OF LIABILITY**

Our responsibilities above for late charges and incorrect or misdirected payments or transfers shall constitute our entire liability and your exclusive remedy. In no event shall we be liable for any direct, indirect, special, incidental, or consequential damages, including lost profits (even if we have been advised of the possibility of these damages) caused by the Services or the use of the Services, or arising in any way out of the installation, use, or maintenance of your personal computer, software, or any internet access services.

## **8. MINIMUM SYSTEM REQUIREMENTS**

To be able to use the Mobile Banking Services, all personal hardware and internet connectivity will need to adhere to the minimum requirements for the Services. You are and will remain solely responsible for the purchase, installation, operation and maintenance of the hardware, software, internet services and for all related costs. You are solely responsible for security of the hardware and software. It is highly recommended and generally good practice to install and run software to protect from computer viruses and other related malware.

To support the security measures, we put in place to keep your data safe, we require the use of a modern browser. As new versions of browsers are released, the Mobile Banking platform will deprecate support for older versions. Below are the details for each supported browser.

- A. Apple iOS** - Effective on November 18, 2024, our Service is supported on Banno Mobile version 3.7 or newer on devices running iOS version 17.0 or newer.

- B. Android** - Effective on March 19, 2024, our Service is supported on Banno Mobile version 3.7 or newer on devices running Android version 8.0 or newer.

## **9. EQUIPMENT REQUIREMENTS**

- A. Necessary Hardware, Software, and Other Services.** You are responsible for obtaining, installing, maintaining, and operating all necessary hardware, software, and Internet access services necessary to use the Services. We will not be responsible for failures from the malfunction or failure of your hardware, software, or any Internet access services. Your access to the Services may be limited in whole or in part by your method of accessing the Services as well as by your hardware and software. To access, view, and retain electronic Disclosures, you must have:
- a personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying and either printing or storing Disclosures you receive from us electronically via a .pdf file\*, a plain text formatted email or by access to our Web site using one of the browsers specified below.
  - an email account with an Internet service provider and the appropriate software.
  - To view .pdf files you will need to have a recent version of Adobe Reader installed on your personal computer:  
<http://get.adobe.com/reader/>
- B. Supported Browsers.**
- We support the latest version of Microsoft Edge and current versions of Firefox, Safari, and Chrome. The immediate prior versions of these browsers will only be supported if they are still supported by the browser company themselves. When an updated version is announced as Release to Web (RTW), support will cease on the third-oldest major version.
  - Please note that utilizing older browsers may result in disabled functionality or limited access to services.
  - The supported browsers above are for use with the traditional Digital Banking interface and devices (desktop/laptop), and do not apply to use with mobile devices (phones/tablets). If using a phone or tablet to access Digital Banking Services outside of an app, functionality and appearance may vary from the traditional interface.

## **10. USER SECURITY**

We are authorized to rely on any instruction or transaction initiated using your Access Codes. To access the Services, you must use your Access Codes. The Password has the same effect as your signature to authorize transactions. It is your responsibility as the Bank user to take every precaution to ensure the safety, security, and integrity of your accounts. You agree to keep the Access Codes private, not to record the Access Codes or otherwise disclose or make the Access Codes available to anyone. Anyone who has access to your Access Codes will have full access to the Services, including full access to your accounts. You have no ability to limit any such person's authority. You agree to not leave your access device unattended while logged into our Services and to log off immediately after viewing your accounts. You agree to not provide your Access Codes to any unauthorized person. If anyone uses your Access Codes with your permission, you will be responsible for all future transactions performed by that person whether or not authorized by you.

## **11. FEES**

If applicable to you and your account, you agree to pay the fees for the Services in accordance with our fee schedules and disclosures as established and amended by us from time to time. We may automatically deduct these fees from an eligible account even if they create an overdraft, and we may assess the appropriate overdraft fees.

Depending on your plan with your internet provider or mobile phone carrier, you might incur access and/or data transmission fees for using the Services. Check with your internet provider or mobile phone carrier for more information on applicable fees.

## **12. TEXT MESSAGE (SMS) TERMS OF USE**

- A.** Your wireless carrier's standard message and data rates may apply to SMS correspondence. The Bank does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your Wireless Carrier. One text message per query.
- B.** You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.
- C.** We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow.
- D.** The Bank and your wireless carrier are not liable for any delayed or undelivered messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we always reserve the right to disclose any information necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us with information in connection with the service, you agree to provide accurate, complete, and true information.

- E. The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.
- F. The service is available only in the United States.
- G. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.
- H. If you have any questions, e-mail [questions@bankfirststate.com](mailto:questions@bankfirststate.com). If you receive a message from us unexpectedly, you can text the word STOP. We do not charge for help or info messages; however, your normal carrier rates apply.

### 13. CHANGES; AMENDMENTS; REVISIONS.

We reserve the right, at our discretion, to add, delete, change, modify, alter, or discontinue the Services or any aspect, feature, or function of the Services at any time, including content, hours, and equipment needed for access or use ("Change(s)"). We also reserve the right, at our discretion, to add, delete, change, modify, or amend any fees, help screens or other terms and conditions of this Agreement at any time (also called, "Change(s)"). Unless an immediate Change is necessary to ensure the security of the Services or your accounts, and except as otherwise required by law, we will send you notice of Change electronically or to the mail address we currently possess in our file. If provided electronically, disclosures will be provided to you in one of several ways. These are as follows: (a) by Online Banking message, (b) by e-mail at the e-mail address we have on record, (c) by access to a website that we will identify in an e-mail notice we send to you at the time the information is available, or (d) to the extent permissible by law, by access to a website that generally we will identify in advance for such purpose.

If you consented by e-sign to receive Changes electronically, then you may need to use certain hardware or software to receive such Changes to the Agreement electronically. From time to time, we will provide you with information electronically about the hardware and software necessary to access or retain Changes to the Agreement. You will also need the ability to print or download the information if you wish to retain copies for your files. To withdraw your consent to receive any future Changes to this Agreement electronically or to request a paper copy of the changes to this Agreement, simply call us toll free at 1-800-994-2500, Monday through Friday during business hours.

Any use of the Service 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 Services, and/or related material and these changes may render prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Services, or related material and limit access to the Services more recent revisions and updates.

### 14. TERMINATION OR DISCONTINUATION

We reserve the right to suspend, revoke or terminate your use of the Services in whole or in part at any time. Suspension, revocation, termination, or discontinuation will not reduce your liability or obligations under this Agreement. We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive one hundred eighty (180) day period. If your account is considered inactive, you must contact us to have the Service activated before you are able to schedule any transaction through the Services.

If you wish to discontinue any or all of these Services, you must contact us in writing prior to the actual discontinuance date and send to:

- A. **E-mail us at:** [questions@bankfirststate.com](mailto:questions@bankfirststate.com)
- B. **Write to us at:** First State Bank  
P.O. Box 268  
New London, WI 54961-0268

To cancel any or all of the Services, you must notify the Bank at least ten (10) Business Days in advance and provide your name, address, which Services you are discontinuing, and the effective date to stop these Services. When Bill Payment is terminated, any pre-scheduled bill payments made through these Services will also be terminated. Since Service cancellation requests take some time to process, you should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate the Service. We will not be liable for payments or transfers not cancelled or payments or transfers made due to the lack of proper notification by you of Service termination or discontinuance for any reason.

Upon termination of any Service, you will be responsible for making arrangements to pay any future, recurring or automatic payments. We reserve the right to refuse to pay a party designated for payment ("Payee") or a biller participating in the Services ("Participating Biller") or to transfer funds for any reason that we deem sufficient, including, without limitation, if (a) your designated account has insufficient available funds, (b) a Payee or Participating Biller has refused to accept a payment, (c) you attempt to make a payment directly to a governmental agency or to a Payee or Participating Biller outside of the United States or a U.S. territory, (d) you attempt to make a court-directed alimony or support payment, or (e) you are making payments to a Payee or Participating Biller, the underlying purpose of which violates any state or federal law. Except where expressly stated otherwise, you are solely responsible and liable for paying your bills and for making alternative arrangements of receiving or paying your bills if for any reason you cannot access Services or Services are terminated by you or us. You will contact a Payee or Participating Biller if you do not receive a bill or e-bill or cancel an e-bill. You will contact a Payee or Participating Biller if a bill or e-bill is inaccurate or incomplete. You will contact a Payee or Participating Biller if there are any updates or changes to your personal information, including, but not limited to, name, address, e-mail address, Username, or Password.



## 15. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We may disclose information about you and your designated account or transactions on your designated account as provided in our Terms & Conditions of Your Account and Funds Availability Policies and our privacy statement called "First State Bank Privacy Policy." In addition, we have the right to obtain and disclose information regarding your designated account or transactions on your designated account from or to a Payee, Participating Biller, or financial institution to resolve problems associated with a payment-posting or funds transfer.

## 16. MISCELLANEOUS.

- A. Your monthly account statement will contain information about any bill payment transactions, e-bill transactions, or funds transfers completed during the statement period.
- B. In the event of a dispute regarding the Services, you and we agree to resolve the dispute by looking to the terms and conditions contained in this Agreement and the Funds Availability and the Terms & Conditions of Your Account Disclosures and not to representations made by our employees or agents. This Agreement is intended to supplement and not to replace other Agreements between you and us relating to your accounts, including, without limitation, our Terms & Conditions of Your Account Disclosure. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail.
- C. You represent and warrant that you are at least 18 years of age.
- D. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right or provision unless acknowledged and agreed to by us in writing.
- E. This Agreement shall be governed by and construed in accordance with the laws of the United States and the laws of the state of Wisconsin.

**16. DIGITAL BANKING SERVICES TERMS OF USE.** Jack Henry & Associates, Inc. ("JH", "our", "we" or "us") is the primary service provider for this online banking platform and mobile device application (the "App") (collectively the "Service"). JH is not the provider of any financial services available to you through the Service, and JH is not responsible for any of the materials, information, or services made available to you through the Service. By enrolling in or using the Service to access your account at your financial institution (the "Account"), you consent to these terms of use (the "Terms"), which are subject to periodic updates. The Terms are between JH and you, the end user. You agree that JH may notify you of any changes to the Terms through communication or message through the Service, which will amend and replace the Terms upon your electronic acceptance. If you are using the Service on behalf of a company or other organization, such company or organization will also be considered a party to the Terms, and you represent and warrant that you have the authority to bind such company or organization to the Terms. THE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 15 THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

### A. Account Information.

- i. Source of Information. At your request, the Service will retrieve information from your financial institution, including transaction-related information ("Account Information"). By submitting such information to the Service, you represent that you are entitled to control the Account and submit such Account Information to the Service.
- ii. Accuracy. You are responsible for providing JH with accurate and updated (as necessary) account numbers, usernames, passwords, PINs, and other log-in related information ("Registration Information") so that the Service may access your Account Information. JH will not be liable for any typographical, keystroke, or other error made by you, including any error caused by "pre-filling" or automated entry done on your behalf on a device.
- iii. Confidentiality. If you use the Service, you are responsible for (i) maintaining the confidentiality of your Account and Registration Information; and (ii) restricting access to your Account on your device. You agree to accept responsibility for all activities that occur under your Account or password.

### B. Application of Privacy Laws.

- i. Scope of the Service. JH acts as a processor or service provider, as such terms are defined under applicable privacy laws, to your financial institution which is the controller of your personal information and is primarily responsible for handling requests related to your personal information. JH will cooperate with any privacy rights requests JH receives from your financial institution. If you use the Service to engage in transactions with other third parties, the privacy statement of any such third party will govern the use of your personal information by the third party. If you are a business subscriber of the Service, business-to-business exceptions in certain privacy laws may apply to your information.
- ii. Your Rights. Under applicable privacy laws, you may have certain rights such as the right to access your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services, including information that may be gathered through the Service, such as Account Information and Registration Information. Please see your financial institution's privacy policy if you wish to make any requests under these rights.
- iii. Telecommunication Providers. The use of the Service involves the electronic transmission of personal financial information across the networks of your telecommunications provider, and such use is governed by its privacy and security practices. JH does not operate or control the telecommunications networks used by you to access the Service. You are responsible for any fees assessed by your telecommunications provider during your use of the Service.

### C. Rights you Grant to JH.

- i. **Your Data.** You grant JH a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, and transmit (i) the data you submit to the Service, including passwords, Account Information, and Registration Information; and (ii) the data and information gathered and collected by JH through the Service about you, your device, system and application software, and peripherals, to provide the Service, facilitate the provision of software updates, product support, product enhancements, and other services (if any) related to the Service. JH may use this information, if it is anonymized, to enhance its offerings, improve its products, or develop new or additional services or technologies.
- ii. **Chat Feature.** When using the Service, you may choose to use a chat feature to communicate with a support representative at your financial institution. These chat sessions are recorded, and the recordings may be used as described herein. BY ACCESSING OR USING THE CHAT FEATURE IN THE SERVICE, YOU AFFIRMATIVELY CONSENT TO THE RECORDING OF THE CHAT SESSION TRANSCRIPT BY JH AND TO THE USE OF JH'S INTERNAL COOKIES FOR ANALYTIC PURPOSES. CHAT SESSION TRANSCRIPTS MAY BE SHARED WITH JH'S SERVICE PROVIDERS BUT USED SOLELY FOR THE PURPOSES OF PROVIDING OUR SERVICES. If enabled by your financial institution, the chat feature may be supported by artificial intelligence technology.
- iii. **Third-party Sites.** When you use the "Add Accounts" feature of the Service to connect the Service to a third-party site or enable external transfers to or from the Service, your Account will be directly connected to your designated third-party site. JH will submit information, including usernames and passwords that you provide to log you into the third-party site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and usernames) to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. Because you requested the connection to the third-party site and consented to share your personal information with such third-party, you agree that JH will have no liability for your use of the third-party sites or the Service.
- iv. **Unauthorized access or use.** You will immediately notify your financial institution of any breach of security or unauthorized use of your Account. JH will not be liable for any losses or other damage caused by any unauthorized use of your Account. If JH becomes aware of unauthorized use of your Account, JH may disable your Account, and any access to data in your Account at any time, in our sole discretion.

**D. Location-based Data, Telephone Information and Camera.** You understand that when you enable and use any location-based feature, your geographic location and other device information is accessible by the Service. If you disable location-based services, features on the Service that use your location may not work until you re-enable location-based services. If you grant permission for the Service to access a camera, photos, media or other files on your device, you are agreeing to allow JH to use your information to fulfill your requested action, such as adding an image to a transaction, capturing images of a check that is being deposited, attaching a document to a chat in the chat feature, or adding a photograph to your profile.

**E. Subscription.**

- i. **JH's Rights.** You acknowledge and agree that JH is the owner of all right, title, and interest in the online and/or mobile technology solutions made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates, or versions, regardless of the media or form in which they may exist. The Terms will govern any updates to the Service.
- ii. **Your Rights.** Subject to the Terms, JH grants you a subscription to use the Service in accordance with the Terms and for the sole purpose of enabling you to use your financial institution's services made available via the Service. This is not a sale or license of the Service. All rights not expressly granted to you by the Terms are reserved by JH. Nothing in the Terms will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service from JH.

**F. Subscription Restrictions.**

- i. You will not: (i) modify, revise or create any derivative works of the Service; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Service; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Service; (iv) engage in any screen scraping or data mining of the Service; (v) identify JH or display any JH content or any portion of the Service on any site or app, without our permission; (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Service, including, but not limited to, any trademark, logo, or copyright; (vii) use the Service in such a manner as to gain unauthorized entry or access to computer systems; (viii) use the Service in any way that would be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (ix) introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service or use any computer code, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service, without JH's prior written permission; or (x) use the Service for benchmarking purposes, use another Service user's account, or use the Service to develop any competing product or service.
- ii. **Compliance with Applicable Laws.** You agree to use the Service in compliance with applicable laws and for your own personal use only, or, if you are a subscriber of the Service as a business or organization, only for your use on behalf of your business or organization for its internal business purposes.
- iii. **Minimum Age Requirements.** If you are under the age of 13, as restricted by the Children's Online Privacy Protection Rule, or another such age restricted by applicable law, you are not permitted to use the Service. If you authorize JH to grant your child 13 or over, or above such other age, to use or access the Service, you acknowledge

and agree that the Terms, and any terms governing third-party integrations, will apply to your child. You further agree and accept full responsibility for your child's use of the Service, including any liability that he or she may incur in connection with their use of the Service.

- G. Service-related Alerts.** As a part of the Service, you consent to receive all legally required notifications via electronic means. You may withdraw your consent to receive future notices in electronic form. You have the option of adding a mobile telephone number to your Account. If you opt for Service-related alerts via SMS text alerts or telephone, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for the Service. By use of the Service, you acknowledge that Service-related communications, alerts, or notifications may be sent by JH and received by you electronically, including, but not limited to, through email, mobile text messaging, or mobile push notifications, during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. JH is not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or a third party in reliance on an alert. You agree that JH will have no liability related to electronic communications, alerts, or notifications that are sent or received through your use of the Service.
- H. Mobile Devices.** To use the App, you must have a mobile device with internet access and/or wireless cellular service that you are authorized to use and that is compatible with the App. The Service may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. JH does not guarantee that the Service will be compatible with your mobile device. The technical standards required to send and receive information, including SMS text capability and access to the internet, may vary among the types of mobile devices and telecommunication providers that support the Service, and may be updated from time to time by the providers. You understand and agree that the telecommunication providers may modify the supported mobile devices and/or the technical standards at any time, without prior notice, and JH will not be liable to you for your failure to access or use the App due to any such modifications. You are solely responsible for satisfying these technical standards, maintaining the compatibility of the mobile device with the App, and compliance with all rules and regulations of your mobile service provider and the mobile app store from which you download the App. a. Mobile Operating System Providers. i. Apple. If you download the App from the Apple App Store, you acknowledge and agree that the agreement is solely between you and JH, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to JH as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms. You and JH acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as relates to your license of the App against you as a third-party beneficiary. ii. Google Play Store. If you download the App from the Google Play Store: (i) you acknowledge that the Terms are between you and JH only, and not with Google, Inc. ("Google"); (ii) your use of App must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to the App.
- I. Suspension; Termination; Effect of Termination.**
- i. JH may suspend your subscription to use the Service at any time for any reason, including as may be required by applicable law, any potential security threat, or fraud. Upon suspension, you will no longer have access to the Service.
  - ii. This subscription may be terminated at any time by you or JH. You may elect to terminate the subscription by contacting your financial institution. If you violate any of your obligations under the Terms, your permission to use the Service automatically terminates. Upon termination, you will (i) no longer have access to the Service; and (ii) destroy all copies of your Account Information, Registration Information, and any information obtained from the Service.
- J. Translation.** JH is not responsible for translating the Terms or any information contained within the Service to any other language. Translations of the Service and the Terms that may be provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. To the extent the Service is available in a language other than the English language, JH is not responsible for any third-party translating services whatsoever including, but not limited to, the accuracy of the translation, translations which are not stylistically satisfactory, translations which involve the use of an artificial intelligence service, or your understanding of the translated content or financial loss resulting therefrom. A sworn translator does not certify translations of the Terms.
- K. Links to Third-Party Sites.** The Service may contain hyperlinks to websites operated by parties other than JH or its

affiliates. Such hyperlinks are provided for your reference only. JH does not control such websites and is not responsible for their content. If JH posts hyperlinks to other websites, this does not mean that JH endorses the material on such websites or associate us with their operators. Your access to and use of such websites, including information, material, products, and services on such websites, is solely at your own risk.

- L. Disclaimer of Warranty.** THE SERVICE AND THE APP ARE 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, ACCURACY, AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP 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; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- M. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE 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, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL 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, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- N. Analytics.** To assist JH in maintaining and improving the Service, JH uses multiple analytics and logging platforms to gather information about your usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use. This information will help JH improve the performance of the Service for you. 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 Service 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/>.
- O. Dispute Resolution.** You agree that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service, the App, or the Terms will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration will be held at the AAA regional office nearest to you; (iv) The arbitrator's decision will be controlled by the terms and conditions of the Terms; (v) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (vi) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator will not have the power to award punitive damages against any party; (viii) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.
- P. Miscellaneous.** The Terms constitute the entire agreement between you and JH concerning the subject matter hereof. The Terms will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision or portion of the Terms 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. Failure by JH to insist upon strict enforcement of any provision of the Terms will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the App, or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. The Terms 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 expressly waived and excluded.