

# ENROLLMENT TERMS & CONDITIONS

## END USER TERMS

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

## SECTION A

### FNBC BANK & TRUST TERMS AND CONDITIONS

Thank you for using the FNBC Bank & Trust's Mobile Banking combined with your handheld's text messaging capabilities. For help, text "HELP" to 49794. To cancel your plan, text "STOP" to 49794 at any time. In case of questions please contact client service at support@fnbcbt.com or call 708.579.8600.

### Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from the FNBC Bank & Trust. 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. You give the FNBC Bank & Trust permission to use your phone number and other contact information for purposes of any out-of-band authentication.
2. The services are provided by the FNBC Bank & Trust. You and the FNBC Bank & Trust are solely responsible for the content transmitted through the text messages sent to and from the FNBC Bank & Trust. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)
3. You agree that the FNBC Bank & Trust is entitled to act upon instructions we receive under your user ID, password, or other authentication method that we require and that you are liable for all activities and transactions made or authorized with the use of your authentication credentials.
4. You must be enrolled in the FNBC Bank & Trust's online banking service to access these services. The services are subject to the terms and conditions governing online banking, the terms and conditions governing your deposit account, and the terms and conditions contained in this document. Services you are able to conduct through your mobile device may not include all services available to you through online banking. In the event that any terms contained in these End User Terms conflict with any other terms governing your accounts or online banking, the terms contained in these End User Terms shall govern. Use of the services is dependent on broadband internet connectivity, and you are responsible for trouble shooting internet connectivity issues with your internet service provider.
5. You may make bill payments using this service if you have provided the necessary enrollment information through online banking. You cannot create new payees using this service. All new payees must be created through the online Consumer eBanking service before they will be available through the mobile application.
6. The App may enable you to access, use or acquire third party products, services and content. You further agree to comply with any third party terms and conditions applicable to the use of such third party products, services and content, including with Licensor as set forth in Section B herein.
7. Mobile Remote Deposit Capture Service. The mobile remote deposit capture service ("Mobile RDC") is a part of the mobile banking services and allows you to make deposits of the electronic image of a check (as defined by federal law) (each an "Item") to your deposit account(s) held with us by capturing an electronic image of the Item with your mobile device and submitting images and associated information to us for processing. Your accounts used in connection with Mobile RDC continue to be governed by the deposit account agreement and the applicable online banking agreement. In the event that the terms contained in this document conflict with the terms contained in

any of the aforementioned agreements, the terms of this Terms & Conditions Agreement document shall govern.

8. Eligible Items. All Items deposited using Mobile RDC must be properly endorsed by the payee and effective July 1, 2018, all Mobile check deposits must contain the following additional endorsement:

**“For Mobile Deposit Only at FNBC Bank & Trust”**

Items not containing this restrictive endorsement **may be declined** for processing.

Any loss the FNBC Bank & Trust incurs from a delay or processing error resulting from an irregular or incorrect endorsement or other markings by you will be your responsibility. Any improperly endorsed item may be declined for processing or an extended hold may be applied to the corresponding deposit.

In addition, you agree that you will not use Mobile RDC to scan and deposit any of the following Items:

- a. Items payable to any person or entity other than you;
  - b. Items containing a restrictive endorsement;
  - c. Items that are substitute checks or image replacement documents;
  - d. Items drawn on a financial institution located outside the United States;
  - e. Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent; or otherwise not authorized by the owner of the account on which the check or item is drawn;
  - f. Items prohibited by our current procedures relating to Mobile RDC or which are otherwise not acceptable under the terms of your checking, savings or money market account.
  - g. Items that are remotely created checks, as defined in Reg. CC;
  - h. Items not payable in United States currency;
  - i. Items dated more than 6 months prior to the date of deposit;
  - j. Travelers checks, money orders, third-party checks or foreign items.
9. Image Quality and Duplicate Deposit. The image quality of an Item transmitted using Mobile RDC must be legible. The item must not be altered. It must capture all pertinent information from both sides of the Item. Image quality must comply with industry requirements established and updated from time to time by ANSI, the Federal Reserve Board or any other regulatory agency, clearing house or association. If the image quality of an item is poor, we reserve the right to decline the item for processing. If an item is declined, a message will be sent in a corresponding email.
  10. Processing Time and Availability of Funds. A “business day” is defined herein as Monday through Friday, except for federal holidays. If we receive the image of an Item for deposit on or before 6:00 p.m. Central Time on a business day, we will consider that day the day of deposit. If we receive the image of an Item for deposit after 6:00 p.m. Central Time or on a weekend or on a non-business day, we will consider the next business day as the day of deposit. Funds deposited using Mobile RDC, and accepted by us for deposit, will be made available to you in accordance with the agreements governing your deposit account.

11. Item Review and Rejection. Items we receive may be reviewed for image quality, duplicate presentment, endorsement, and any other factors that may prevent forward collection of the Item. You agree that all deposits received by the FNBC Bank & Trust are subject to verification and final inspection and may be rejected by the FNBC Bank & Trust in its sole discretion, and you shall be liable to the FNBC Bank & Trust for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the FNBC Bank & Trust relating to such deposits. The FNBC Bank & Trust is not liable for any service or late charges that may be imposed against you due to rejection of any Item that you transmit for deposit through Mobile RDC. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that while the FNBC Bank & Trust normally provides notice of rejected deposits, The FNBC Bank & Trust may reject any Item transmitted through Mobile RDC in its sole discretion without notice to you, and the FNBC Bank & Trust will not be liable for any such rejection or failure to notify you of such rejection. If the FNBC Bank & Trust rejects an Item for remote deposit, or if Mobile RDC is otherwise not available due to equipment failure, telecommunications failure or outages, or other system problems that may arise, you must physically deposit the original check at any of the FNBC Bank & Trust's offices.
12. Deposit Limits: We reserve the rights to impose deposit limits on the amount(s) and/or number of deposits that you transmit using Mobile RDC and to modify such limits from time to time.

Current deposit limits:

- The per check limit is \$2,500
- The total daily limit is \$2,500
- The total multi-day limit (within a 25 business day period) is \$10,000
- Deposits received before 6:00 PM CT will be processed on the same business day
- Deposits received after 6:00 PM CT will be processed on the next business day

13. Disposal of Transmitted Items. Upon your receipt of a confirmation from the Bank that we have approved your deposit, you agree to prominently mark the items as "VOID" or "Electronically Deposited" and you agree to safeguard and keep the original Item for forty-five (45) business days after you have transmitted the Item. After forty-five (45) business days following the deposit using Mobile RDC, if you have verified that the funds have been credited to your account, you agree to properly dispose of the item to ensure that it is not presented for deposit again. After destruction of the original Item, the image will be the sole evidence of the original Item. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

14. Restrictions and Limitations. You agree:

- a. that only items that originated as paper checks may be deposited using Mobile RDC;
- b. that no foreign items, travelers checks, third-party checks or electronic checks may be deposited using Mobile RDC;
- c. that after you submit an item for deposit using Mobile RDC you will not redeposit or otherwise transfer or negotiate the original Item;
- d. not to deposit items or checks into your account unless you have authority to do so;
- e. to abide by any per-day, per-week, per Item, or any other limitation that we establish in connection with Mobile RDC;
- f. that after you submit an Item for deposit you are solely responsible for the secure storage and destruction of the original Items;
- g. that you may only utilize Mobile RDC if you and your mobile device are located in the United States;

- h. to comply with any additional instructions or requirements that we communicate to you, including for example any help screens or user guides;
  - i. the electronic image of the item or check will become the legal representation of the Item for all purposes; and
  - j. any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn.
- 15. Eligibility, Termination and Changes. You must meet the eligibility requirements in order to use Mobile RDC. We have the right to suspend or terminate Mobile RDC at any time if you or your accounts(s) do not meet the eligibility requirements for the service. We also reserve the right to change Mobile RDC at any time. You may terminate Mobile RDC by calling us at 708.579.8600.
- 16. Applicable Laws and Rules. You must comply with any applicable Check 21 and federal and state laws, rules and regulations.
- 17. No Waiver. In the event we accept an Item for deposit through Mobile RDC that is otherwise in violation of any applicable term or condition, we shall not be obligated to accept similar deposits in the future.
- 18. Errors. You agree to notify us of any suspected errors related to your deposits through Mobile RDC immediately and no later than fifteen (15) days after the applicable account statement is provided.
- 19. Indemnification. Notwithstanding any other provision contained herein, you agree to indemnify, defend and hold us harmless from and against any claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of Mobile RDC, including, for example, a subsequent deposit of any previously deposited Item. This obligation survives termination of this Exhibit and the Mobile Banking End User Terms.
- 20. Minimum Hardware and Software Requirements. In order to use the services, you must obtain and maintain, at your expense, compatible hardware and software as specified by us, including an internet enabled mobile device as approved by us. Without limiting the preceding sentence, you are responsible for all telephone and internet service charges. You agree to implement and maintain specific security controls to protect your hardware and software and client information from unauthorized persons. You agree to implement any additional security procedures or controls that we communicate to you from time to time.
- 21. Interruptions. The services are provided for your convenience and do not replace your monthly account statement, which is the official record of your account. The services may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions or negative impacts to the services and 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.
- 22. Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolutions of client claims, including by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.
- 23. You are responsible for maintaining the confidentiality and security of your mobile devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the service (collectively, "Access Information"), and preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the service (collectively, "Account Information"). You agree not to

supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, text message, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred. Use of passwords deemed by us, in our sole discretion, to be insecure shall be a violation of these Terms and Conditions.

24. You confirm that you have read and agree with our Privacy Policy set out in our website at <https://www.fnbcbt.com>. You confirm that all information which you have provided in connection with the App or these Terms and Conditions are current, true, accurate, supportable and complete. You agree to inform us immediately of any changes in this information, including but not limited to any changes in your address and/or contact particulars.
25. You acknowledge that your use of the App may require access to other networks not owned or operated by us including the internet and third party cellular networks. You acknowledge that your access to the App shall be subject to the availability and quality of such third party networks and any applicable terms and conditions imposed by such third parties in relation to their networks. Certain mobile network operators may prohibit or restrict the use of VoIP functionality over their network, such as the use of VoIP telephone over a cellular network and may impose additional fees or charges in connection with VoIP. You should check the terms of agreement with your mobile network operator prior to obtaining or using the App. Certain countries may also prohibit or restrict the use of VoIP. Please check and abide by the laws of each country in which you intend to use the App.
26. Your use of the services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s). Your continued use of the services will indicate your acceptance of the revised Agreement. Further, the FNBC Bank & Trust reserves the right, in its sole discretion, to change, modify, add, or remove portions from the services. Your continued use of the services will indicate your acceptance of any such changes to the services.
27. When using the services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the services, in whole or in part, or your use of the services, in whole or in part, immediately and at any time without prior notice to you.
28. You are liable for all charges and payments for all services, products, content and services procured or obtained through the App. For banking related fees please refer to the appropriate Mobile Banking section of the FNBC Bank & Trust's website for further information regarding fees that may be related to the Mobile Deposit service. Other standard fees apply for items such as NSF items, etc. You agree to pay and authorize us to deduct any such fees or charges from your designated Mobile Deposit Account(s). Any fees associated with your standard deposit account(s) will continue to apply. You may, however, incur charges to receive internet service on your mobile device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be solely responsible to your wireless carrier for any such internet or text messaging charges.
29. Cancellation By You; Termination or Refusal By Us: You may cancel the services at any time by calling 708.579.8600 and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the services. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the services; (iv) is not in accordance with any other requirement stated in these Terms & Conditions or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the service, in whole or in part, at any time, with or without notice to you, with or without cause, including,

without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the services are not being used for its intended, bona fide and lawful purposes under these Terms & Conditions; (c) we have reason to believe the service is being used in an anti-competitive manner or contrary to the FNBC Bank & Trust's business interests; (d) your account is closed, access to your account is restricted for any reason, or if you do not use the services for a period of time or (e) following initial enrollment you do not use the services. Termination will not affect your liability or obligations under these Terms & Conditions, or any other agreements you have with us for actions we have taken on your behalf.

30. **Ownership and License:** You agree that the FNBC Bank & Trust retains all ownership and proprietary rights in the services and websites. You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the services, including the App. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of the services, in any manner contrary to these Terms and Conditions, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions without the requirement of posting a bond.
31. **Enforceability:** You may not assign any of these Terms and Conditions. No waiver of a breach of these Terms and Conditions shall constitute a waiver of any prior or subsequent breach of these Terms and Conditions. Any such waiver shall not affect our rights with respect to any other transaction or to modify any of these Terms and Conditions. In the event that any provision herein shall be deemed to be unenforceable to any extent, the remainder of these Terms and Conditions shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
32. **DISCLAIMER OF WARRANTIES:** YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
33. **LIMITATION OF LIABILITY:** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE FNBC BANK & TRUST HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE FNBC BANK & TRUST'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.
34. **Miscellaneous:** These Terms and Conditions are hereby incorporated by reference into and are subject to the provisions of your Deposit Account Agreement with the FNBC Bank & Trust except as expressly modified herein.

## **SECTION B**

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

## To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. License. Subject to the Terms and Conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Illinois excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Illinois and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that

this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

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