

Terms and Conditions: Ixonia Bank

Thank you for using Ixonia Bank Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to 96924. To cancel, text "STOP" to 96924 at anytime.** In case of questions please contact customer service at 920-206-4357 or visit [www.ixoniabank.com](http://www.ixoniabank.com).

#### Terms and Conditions

Program: Ixonia Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) Over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time.

**Questions:** You can contact us at 920-206-4357, or send a text message with the word "HELP" to this number: **96924**. We can answer any questions you have about the program.

**To stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: **96924**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Ixonia Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Ixonia Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Ixonia 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 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. Ixonia Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Ixonia Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Ixonia Bank or any third party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Ixonia Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

#### Additional Terms and Conditions for Ixonia Bank Mobile Banking and Mobile Remote Deposit Capture:

This Mobile Banking and Mobile Remote Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Ixonia Bank Mobile Banking Mobile Remote Deposit Capture and/or other remote deposit capture services that Ixonia Bank (f/k/a ISB Community Bank) or its affiliates ("Bank," "us," or "we") may provide to you, our customer ("you," or "User"). Other agreements you have entered into with Ixonia Bank, including, but not limited to, your Deposit Account Terms and Conditions, Depository Declaration, and/or other rules, terms, and conditions received by you, as applicable to your Ixonia Bank account(s), are incorporated hereto by reference and made a part of this agreement unless otherwise expressly stated. This Agreement replaces all prior Terms and Conditions for Ixonia Bank Mobile Banking. By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

#### Services:

- Ixonia Bank offers its customers mobile access to their account information (e.g., for checking balances and recent transactions) and the option to set up alerts for their accounts (e.g., low balance alerts) over their mobile device utilizing SMS (text messaging) and/or Internet (Web) capabilities (together, "Mobile Banking" or "Services"). Message and Data rates may apply. You may opt out of this program at any time.

- **For Questions or Help:** Contact us at 920-206-4357, or send a text message with the word **"HELP"** to this number: **96924**.
- **To Stop the Program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Send a text message with the word **"STOP"** to this number: **96924**.
- Mobile remote deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits to your personal checking or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the images and associated deposit information to Ixonia Bank or our designated processor. Message and data rates may apply.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

**Mobile Banking and SMS Notifications:**

Thank you for using Ixonia Bank Mobile Banking combined with your handheld device's text messaging capabilities. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Customers will be allowed to opt out of this program at any time. Message and Data rates may apply. **For help, text "HELP" to 96924. To cancel, text "STOP" to 96924 at anytime.** You can also contact us at 920-206-4357 or visit [www.ixoniabank.com](http://www.ixoniabank.com).

**Mobile Remote Deposit Capture:**

**Fee:** A fee may be charged for this service. **Currently there is no fee.** Ixonia Bank offers the benefits and convenience of the Services to you in exchange for this fee. You are responsible for paying the fees for the use of the Service. Message and data rates may apply. We reserve the right to change the fee for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" below. You authorize Ixonia Bank to deduct any such fees from any Ixonia Bank account in your name without further notice to you.

**Eligible Items:** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). When the image of the check transmitted to Ixonia Bank or our designated processor is converted to an Image Replacement Document, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted in Wisconsin. You agree that you will not scan and deposit any of the following types of checks or other items, which shall be considered ineligible items:

- Checks or items payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Checks or items containing an alteration on the front of the check or 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 is drawn.
- Checks or items payable jointly, unless deposited into an account in the name of all payees.
- Checks or items previously converted to a substitute check, as defined in Reg. CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg. CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Ixonia Bank's current procedures relating to the Services or which are otherwise not acceptable.
- Checks or items payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks or items with any endorsement on the back other than that specified in this agreement.
- Checks or items that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.

**Image Quality:** The image of an item transmitted to us using the Services must be legible, as determined in the sole discretion of Ixonia Bank. The image must contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check, including the MICR line; and all other information placed on the check prior to the time that an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

**Endorsements and Procedures:** You agree to restrictively endorse any item transmitted through the Services as "For Deposit Only, Ixonia Bank account # \_\_\_\_\_" or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time. Endorsements must be made on the back of the check within 1 ½ inches from the trailing edge of the check. (The trailing edge is the left side of the check when looking at it from the front.) If you write or mark anywhere on the back of any check other than within this area, you will be responsible to us for any losses to us, which are caused by these writings, marks, or irregular endorsements. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees and you may only use the Service(s) to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your account using the Service(s).

**Receipt of Items:** We reserve the right to reject any item transmitted through the Service(s), at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in

our sole discretion, and you shall be liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us relating to such deposits. Ixonia Bank is not liable for any service or late charges that may be imposed against you due to the rejection of any check that you transmit for deposit through the Service. 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 we normally provide notice of rejected deposits, we may reject any check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, you must physically present the original check at our office.

**Availability of Funds:** For deposits received and accepted before 6:00 p.m. CST on a business day that we are open, we will consider that day to be the day of your deposit. Funds from your deposit generally will be available to you as a provisional credit on your designated account on the first business day after the day we receive your deposit. The provisional credit is subject to the final payment of the check(s) and is also subject to your Bank Account Agreement. If an image of an item you transmit through the Service is received after 6:00 p.m. CST on a business day, or on a non-business day, we will consider that the deposit was made on the next business day we are open and the funds will generally be available to you as a provisional credit on your designated account on the next business day following the day considered the day of deposit (ex. A deposit made after 6:00 p.m. on Thursday will be considered to be deposited on Friday and available as a provisional credit on Monday). For determining the availability of your deposit, every day is a business day except Saturdays, Sundays, and federal holidays.

**Unpaid Checks:** In the event of an unpaid check, should you fail to produce the original check, you authorize us to deduct that amount from your account. You are solely responsible for verifying that checks that you deposit by using the Service have been received and accepted for deposit by us. We will attempt to provide you with notice of any deposits that we are unable to process because checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that we credit your account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree that because the original check is your property, it will not be returned and the Bank may charge back an image of the check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original check through the Service or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

**Storage, Security and Destruction/Disposal of Transmitted Items:** After your deposited funds have posted to your designated account, you should securely store the original check for a period of 14 calendar days and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within two business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount may be reversed from your account. Promptly after the 14-day retention period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present or allow another person to 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.

**Presenting Checks More than Once:** Once you have used the Service to deposit a check, you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through the Service or by any other means. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your accounts with the Bank in our sole discretion.

**Deposit Limits:** We reserve the right to establish and assign you deposit limits for the Service (including daily deposit amounts and limits on the dollar amount and/or number of checks that you may transmit through the Service each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. Our current daily deposit limit is \$10,000 per day. Our current per-check limit is \$10,000.

**Presentment:** The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to the Depository Agreement and Disclosures governing your account.

**User Warranties and Indemnification:** You warrant to Ixonia Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item unless otherwise required by this Agreement.
- All information you provide to Ixonia Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.

You agree to indemnify and hold harmless Ixonia Bank from any loss for breach of this warranty provision.

#### **General Provisions:**

**Privacy and User Information:** You acknowledge that in connection with your use of Mobile Banking, Ixonia Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Ixonia 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 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. Ixonia Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Acceptance of these Terms:** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, we reserve the right, in our 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. In the event of conflicting requirements, this Agreement shall control.

**Restrictions on Use:** You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Ixonia Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Ixonia Bank or any third party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Ixonia Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

**Limitations of Service:** When using the Services, you may experience technical or other difficulties. In the event you are unable to capture, balance, process, produce, or transmit a file to us, or otherwise comply with the terms or the Procedures for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will promptly transport the originals of all checks to an Ixonia Bank office. The deposit of original checks at an office of Ixonia Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services may 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.

**Hardware and Software:** In order to use the Services, you must obtain, maintain, and safeguard, at your expense, a wireless plan from a compatible mobile wireless provider, and hardware and software that is compatible with the Services or as specified by us from time to time. We and/or our service provider(s) may change these specifications and/or requirements from time to time. Ixonia Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as-is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail, or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Duty to Report Errors:** You agree to promptly notify Ixonia Bank of any suspected errors regarding account information received or items deposited through the Services immediately upon discovery or suspicion of an error, and in no event later than 30 days after the applicable account statement is sent. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

**Errors in Transmission:** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Ixonia Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Ownership and License:** You agree that Ixonia Bank and/or our affiliates retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Ixonia Bank's business interest, or (iii) to Ixonia Bank's actual or potential economic disadvantage in any respect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

**Cooperation with Investigations:** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by proving, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**Termination:** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us.

**Enforceability:** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable.

**Your Authentication Method:** You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, test key or other code or authorization method that we require (collectively, your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement(s) and this Agreement. You agree to take appropriate steps to ensure that all

components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, related to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you.

**DISCLAIMER OF WARRANTIES:** YOU AGREE 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 SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY:** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, 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 THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEPT RECKLESS OR INTENTIONAL CONDUCT OF THE BANK), EVEN IF IXONIA BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**Use of Google Maps:** You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

**Other terms:** You may not assign this Agreement. This Agreement is entered into in Ixonia, Wisconsin, and shall be governed by the laws of the State of Wisconsin and of the United States. In the event of conflicting provisions elsewhere, the terms and conditions of this document shall control.