

Terms and Conditions for Mobile Banking

Terms and Conditions: **Bank of Bennington**

Thank you for using **Bank of Bennington** Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at any time.** In case of questions please contact customer service at 402-238-2245 or visit www.bankbenn.com.

Program: **Bank of Bennington** 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 402-238-2245, or send a text message with the word "**HELP**" to this number: **99588**. 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: **99588**. 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 **Bank of Bennington** or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, **Bank of Bennington** and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another 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"). **Bank of Bennington** 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. **Bank of Bennington** 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 **Bank of Bennington** (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 **Bank of Bennington** 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 **Bank of Bennington**, 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 https://maps.google.com/help/terms_maps/ and the Google Legal Notices found at https://maps.google.com/help/legalnotices_maps/ or other URLs as may be updated by Google.

Mobile Banking Agreement & Disclosure

The Mobile Banking Agreement and Disclosure states the terms and conditions that you agree to by using our Mobile Banking service. This agreement supplements the Bank of Bennington Deposit Account Agreement and Disclosures, Online Banking Agreement and Disclosures and any other agreement between you and Bank of Bennington.

The terms “you” and “your” refer to any person subscribing to the Mobile Banking service. The terms “We”, “us”, “our”, and “Bank” refer to Bank of Bennington. The term Mobile Banking refers to our service that allows you to access your Bank of Bennington accounts and perform transactions via your mobile phone with web browsing/internet capabilities.

Please read this entire Agreement prior to using Bank of Bennington’s Mobile Banking Service. By using Mobile Banking, you acknowledge your receipt and understanding of this disclosure and agree to all terms and conditions of this agreement.

Account Eligibility and Enrollment

Mobile Banking is available to Bank of Bennington account holders.

If you are already enrolled in Online Banking, you can sign into Mobile Banking with your Online Banking username and password. If you are not currently enrolled in Online Banking or Mobile Banking, you can easily enroll by downloading the TouchBanking app, enter in the App Code to activate the app, click on First Time User? Enroll Now, and follow the enrollment steps.

Description of Services

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

1. Access Bank of Bennington account information such as balances and recent transaction history;
2. Transfer funds between your accounts at Bank of Bennington.
3. Set up optional account alerts to be delivered either to your mobile phone using SMS text messaging, and/or via email;
4. Make payments to merchants and individuals;
5. And make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

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

*Message and data rates may apply.

Customer Obligations

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

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

Limits on Mobile Banking Transactions

Transactions conducted via Mobile Banking are subject to all withdrawal and transfer limitations and excess activity charges described in the Bank of Bennington Deposit Account Agreements and Disclosures.

Limitations on Frequency of Transfers

Transfers from a savings account product to another account or to third parties by preauthorized, automatic, Mobile Banking, online banking or telephone transfers are limited to six per month or statement cycle with no more than three by check, debit card, or similar order to third parties. Preauthorized transfers from a savings deposit account, through an automated clearing house (ACH) or otherwise, telephone transfers, mobile banking, and wire transfers are limited to six per month.

Hours of Accessibility

In general, Mobile Banking is accessible 24-hours per day, seven days a week; however, Bank of Bennington does not guarantee that Mobile Banking will be available at all times. Occasionally, due to system maintenance or reasons beyond our control, the mobile banking service may be unavailable.

Transactions are processed on business days only. Every day is a business day except Saturdays, Sundays, and Federal Holidays. A transfer initiated before 7:00 p.m. CST on a business day is posted to your account the same day. A transfer completed after 7:00 p.m. CST on a business day or on a non-banking day, as specified above, will be posted on the next business day.

Termination of Account Access

We reserve the right to terminate the Mobile Banking Service, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also

reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your User ID or Password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

Equipment and Software

Bank of Bennington does not guarantee that your mobile phone/mobile phone service plan will be compatible with our Mobile Banking service. You are responsible for understanding the operation and maintenance of your mobile phone. Bank of Bennington is not responsible for any errors or problems related to your mobile phone, mobile provider, or mobile internet access. Nor are we responsible for any fees assessed by your telephone company, internet service provider, or any other outside party.

Mobiles phones with internet capabilities are susceptible to viruses. Customers are responsible for making sure that the mobile phone they are using to access Mobile Banking is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively, referred to as "viruses"), which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. Bank of Bennington will not be responsible or liable for any indirect, incidental, special or consequential damages that may result from such harmful components being present on the mobile, nor will Bank of Bennington be responsible or liable if sensitive information accessed via our Mobile Banking service is intercepted by a third party due to any of the above named "viruses" residing or being contracted by the customer's mobile phone at any point or from any source.

We are not responsible for errors or delays or your inability to access the service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

Electronic Mail (email)

You may choose to communicate with Bank of Bennington using electronic mail. However, be advised that email transmissions are not secure. We strongly discourage you from sending confidential account information to Bank of Bennington via email. Bank of Bennington is not responsible for any error or problems of any kind involving your email. At no time will any Bank of Bennington employee ask for confidential information over email.

New Services

Bank of Bennington may, periodically, introduce new Mobile Banking services. By using the new services when they become available, you agree to be bound by the terms and conditions concerning these services.

Fees

There is not a fee for using the Mobile Banking Service at Bank of Bennington, however, all other fees associated with your accounts apply. Message and data rates may apply. Check with your specific mobile phone service provider for more information on fees.

Mobile Deposit Service User Agreement

This Bank of Bennington Mobile Deposit Service User Agreement (the "Agreement") is entered into by Bank of Bennington (the "Bank") and you, the Customer. The Agreement governs your use of the Mobile Deposit Service (the "Service"). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully and keep it for future reference. In addition to this Agreement, your Account is also governed by our Signature Card/ Deposit Agreement, Electronic Banking Terms and Conditions Agreement and Disclosures, including but not limited to the section entitled "Funds Availability Policy." (together referred to as "the Deposit Agreement"). If the terms and conditions of this Agreement conflict with those of the above-mentioned agreements, the terms and conditions of this Agreement supersede the terms and conditions of the Deposit Agreement, only with respect to the deposits made through the Service. Deposits made through other channels continue to be governed by the Deposit Agreement.

DEFINITIONS

1. "You" and "your" means: (i) a person who has applied for the Mobile Deposit Service for personal use, or (ii) a small business entity (or its authorized representative, as applicable) that has applied for the Service for business use by that authorized representative.
2. "Bank," "we," "us" and "our" mean Bank of Bennington and its successors or assigns.
3. "Account" means your deposit account with us to which you are authorized to make a deposit using a Capture Device.
4. "Capture Device" means any device acceptable to us as we determine at any given time that provides for the capture of images from Items and for transmission through the clearing process.
5. "Check 21" means the Check Clearing for the 21st Century Act, as amended.
6. "End User License Agreement" means the agreement as set forth in Schedule A hereto governing the use of the application software you must download to your Capture Device in order to use the Service.

7. "Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.
8. "Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21.
9. "Item" is an original: check, cashier's check, official check, United States Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in United States currency that is payable to you. Items are deemed to be "items" under the Uniform Commercial Code and "checks" under Regulation CC.
10. "User Guide" means the application download instructions, device instructions and FAQs we provide to you on our Internet site from time to time, in addition to any help content contained within the software application that is downloaded to your Capture Device.

TERMS

1. **Mobile Deposit Service.** Pursuant to the terms of this Agreement, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Capture Device, and transmitting that Image to us for deposit. You may transmit Images to us only from a Capture Device located in the United States.
2. **Hardware and Software Requirements.** You agree to transmit an Image to us using only a Capture Device as we may have expressly authorized for your use to transmit Images. We may reject Images that you transmit to us with an unapproved Capture Device or by other means to which we have not given our consent. Any Capture Device that you use to transmit Images to us pursuant to this Agreement must be approved by us. We may change the list of approved Capture Devices from time to time. You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Capture Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time. You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to telephone and internet service charges. You are responsible for maintaining the system's capacity and connectivity required for use of the Service. We reserve the right to change the hardware and software minimum requirements at any time and for any reason without any notice to you.
3. **Image Quality.** You are responsible for the image quality of any Image that you transmit. If an Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the Image without prior notice to you. Each Image must include the front and back of the Item, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.
4. **Processing Images.** You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other bank to which an Image is sent to handle the Image or IRD. We reserve the right to reject and to refuse to process any Image you send to us for any reason or no reason, without prior notice to you. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.
5. **Limits.** We may establish limits on the dollar amount and/or number of Items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.
6. **Deposit of Other Items; Deposits when Service Not Available.** You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason we are not able to recognize as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a branch, ATM, or bank by mail. You further agree to use such other channels when the Service may not be available.
7. **Returned Items.** You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.
8. **Handling of Transmitted Items.** You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you. For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentation of the Item by any other means. You agree to retain the Item for a minimum of five (5) calendar days from the date of the Image transmission, and thereafter to destroy each Item of which you have transmitted an Image after fourteen (14) days.
9. **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 providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.
10. **Payment Processing.**
 - a. **Item Processing.** At our sole discretion, we may process the Images you send to us electronically through other banks, or we may create Image Replacement Documents that will be processed through traditional check processing methods. If you send us Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your account. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.
 - b. **Transmission of Items.** The Images you send us are not considered received by us until you receive a message from us acknowledging that we have accepted your deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free. As stated in Section 4 of this Agreement, we may refuse to process any Image you send to us for any reason or no reason whatsoever with no liability to you for our decision.

- c. **Funds Availability.** If you make a deposit via Mobile Deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit via Mobile Deposit after 4:00 p.m. or on a day that we are not open, we will consider that the deposit was made on the next business day that we are open. Funds deposited through Mobile Deposit will be available the business day after the deposit was made. Funds from Items deposited through the Service will be made available to you pursuant to our Funds Availability Policy. See the section entitled "Funds Availability Policy" in your Deposit Agreement.
11. **Fees.** You are responsible for paying the fees for use of the Service as the Bank may charge them from time to time. The Bank may change the fees for use of the Service at any time pursuant to the section titled "Amendment" below. You authorize the Bank to deduct any such fees from any account in your name. Use of the service after notice of the fee change shall be deemed to be acceptance on your part of the new terms.
12. **Representations and Warranties.** You make the following representations and warranties to us:
- You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
 - You will use the Service to transmit and deposit Images of Items only.
 - You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
 - You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
 - Items have not been altered.
 - Each Item bears all required and authorized endorsements.
 - All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of Nebraska, in addition to any other warranties made by us to any third party under any applicable law.
 - All Images accurately and legibly represent all of the information on the front and back of the Item.
 - You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn on your own account, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, or (vi) that is created by you purportedly on behalf of the maker, such as a remotely created check.
 - No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
 - You will use the Service as required by the User Guide.
 - Your understanding that acceptance of the End User License Agreement is required for use of the Service.
 - You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.
13. **Indemnification and Limitations on Liability.** In addition to the indemnifications and limitations on liability contained in the Mobile Banking Terms and Conditions and any other Disclosures made by us to you, you hereby indemnify and hold us harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with the terms of this Agreement or by your breach of any representation or warranty contained herein.
- BANK OF BENNINGTON SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BANK OF BENNINGTON SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY BANK OF BENNINGTON ON AN "AS IS" BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK OF BENNINGTON MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
14. **Intellectual Property.** This Agreement does not transfer to you any ownership or proprietary rights in the Service, the Capture Device or any associated software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service, Capture Device and any associated software. Neither you nor any user you authorize will:
- sell, lease, distribute, license or sublicense the Service;
 - modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reason;
 - provide disclose, divulge or make available to or permit use of the Service by any third party;
 - copy or reproduce all or any part of the Service; or
 - interfere, or attempt to interfere, with the Service in any way.
15. **Termination.** If Customer wants to terminate his or her access to the Service, he or she may call Bank of Bennington at 402-238-2245. Bank of Bennington reserves the right to terminate or suspend the Service, at any time with or without cause and without prior written notice. Notwithstanding termination, any Image transmitted through the Service shall be subject to this Agreement.
16. **Amendment.** From time to time the Financial Institution may amend any of the terms and conditions contained in the Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice (unless such notice is specifically waived) by the Customer or such later date as may be stated in the Financial Institution's notice to the Customer. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, that shall be deemed your acceptance of and agreement, its terms, and to the change.
17. **Governing Law.** This Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to federal law and the law of the State of Nebraska. If state and federal law are inconsistent, or if the state law is preempted by the federal law, federal law governs.
18. **Miscellaneous.** We may waive enforcement of any provision of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

19. **Entire Agreement.** This agreement, your Signature Card/Deposit Agreement, initial account disclosures, The Mobile Banking Terms and Conditions, any disclosures that modify this agreement, the Fiserv terms and conditions, Bank of Bennington's Funds Availability Policy and the End User License Agreement shall be considered the entire agreement between the parties. No other terms, promises or warranties have been made or suggested. Use of the service shall be an acceptance of all of the relevant terms on your part. In no event shall Bank of Bennington's marketing materials, user's guide, website, other correspondence with you or discussions with you modify this agreement unless such modification is in the form of a disclosure and such modification clearly states it is meant to change the material terms of this agreement.

Touch ID™ for Mobile Banking. Touch ID is an optional fingerprint sign-in method for Bank of Bennington - Bennington, NE Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and Bank of Bennington - Bennington, NE never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Bank of Bennington - Bennington, NE Mobile Banking. Bank of Bennington - Bennington, NE reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Bank of Bennington - Bennington, NE Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Bank of Bennington - Bennington, NE Mobile Banking is only available on compatible iOS devices. Card Controls Additional Terms. The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Bank of Bennington - Bennington, NE that you register within the Mobile Banking App.
2. 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 Bank of Bennington - Bennington, NE to discontinue the alerts and controls.
3. 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.
4. Card Controls may enable access to Bank of Bennington - Bennington, NE 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.
5. To the extent this Mobile Banking App allows you to access third party services, Bank of Bennington - Bennington, NE, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
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8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

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