

bankcda Mobile Banking Agreement

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING:

This Mobile Banking Agreement (the "Agreement") sets forth the terms and conditions for use of the Mobile Banking Services ("Mobiliti") by bankcda and you (the "Consumer"). The Agreement governs your use of the Mobile Banking Services offered by bankcda (the "Services"). By enrolling to use the Service, Consumer agrees to be bound by the terms and conditions contained in this Agreement:

I. ACCEPTING TERMS AND CONDITIONS

A. Acceptance

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

B. Description of Services.

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

- (i) access bankcda account information such as balances and recent transaction history;
- (ii) transfer funds between your accounts at bankcda,
- (iii) set up optional account alerts to be delivered either to your mobile phone using sms text messaging (standard text rates apply), and/or via email;
- (iv) use Mobile Deposit to deposit regular checks to bankcda accounts via mobile app;
- (v) and make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

Availability. Not all Mobile Banking Services are available on all types of mobile devices. See our Web site at www.bankcda.com for the most up-to-date list of Services.

To use services available to your device, Consumer must be a bankcda account holder and have agreed to this Agreements. Bankcda reserves the right to modify the scope of the Services at any time. Bankcda reserves the right to refuse to make any transaction you request through Mobiliti. Consumer agrees and understand that some Services may not be accessible or may have limited utility over some mobile networks, such as while roaming.

Fees. Consumer agree to pay for the Services in accordance with bankcda's current fee schedule and as amended from time to time. Bankcda will advise the Consumer of any fee changes prior to implementing them. Consumer authorize us to automatically charge your account for all such fees incurred in connection with the Services. In the future, bankcda may add to or enhance the features of the Services. By using such added or enhanced features, Consumer agrees to pay for them in accordance with bankcda's Schedule of Fees. Internet data usage rates may apply from Consumer's Internet service provider or mobile carrier.

C. Use of Services.

Mobiliti will not work unless Consumer uses it properly. Consumer accepts responsibility for making sure that Consumer understands how to use Mobiliti before using, and that Consumer will always use Mobiliti in accordance with any online instructions that may be delivered to Consumer. Consumer also accepts responsibility for making sure that Consumer knows how to properly use Consumer's Wireless Device and the Mobile Banking software.

From time to time bankcda may change, upgrade, or add new features to Mobiliti. In the event of such changes, Consumer is responsible for making sure that Consumer understands how to use the updated or changed version of the Mobiliti software. Bankcda will not be liable to Consumer for any losses caused by Consumer's failure to properly use Mobiliti or Consumer's device.

It is not a guarantee that all mobile devices and operating systems are compatible with Mobiliti. To determine compatibility review mobile service options or contact mobile provider to learn about device capabilities. To use Mobile Deposit, Consumer must have a supported mobile device compatible with the Mobiliti app, with a camera and a supported operating system, have internet access or data plan to connect with web server and download the App to Consumer's mobile device.

D. Mobile Deposit.

In order to deposit via Mobile Deposit, the check must be:

- (i) payable to you or the account registered with Mobile/Online Banking services,
- (ii) endorsed with your signature and MOBILE DEPOSIT written in blue/black ink,
- (iii) issued to match the deposit amount entered on device,
- (iv) able to be read from images submitted of front and back,
- (v) drawn on an U.S. financial institution account and payable in U.S. currency,
- (vi) and be the original copy issued from an account with sufficient available funds.

Bankcda reserves the right to reject any check transmitted through the Service, at bankcda's discretion, without liability to Consumer. Consumer agrees that bankcda shall not be liable for any damages resulting from rejected deposit submissions, including those related to the delayed or improper crediting of such a check, or from any inaccurate information Consumer supplies regarding the check or deposit information. Bankcda is not responsible for processing or transmission errors that may occur, or for deposited items that bankcda does not receive. Checks successfully processed with Mobile Deposit may not be re-presented for deposit at bankcda or any other financial institution. Consumer may be held liable for any check which is not securely retained or properly destroyed after deposit is posted to account.

E. Relationship to Other Agreements.

Consumer agrees that when Consumer uses Mobiliti, Consumer will remain subject to the terms and conditions of all Consumer's existing agreements with bankcda and its affiliates. Consumer also agrees that Consumer will continue to be subject to the terms and conditions of all existing agreements with any unaffiliated service providers, including, but not limited to, Consumer's mobile service carrier or provider, and that this Agreement does not amend or supersede any of those agreements. Consumer understands that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobiliti and Consumer agrees to be solely responsible for all such fees, limitations and restrictions. Consumer agrees that only Consumer's mobile service carrier or provider is responsible for its products and services, and that Consumer's mobile service carrier is not the provider of Mobiliti. Accordingly, Consumer agrees to resolve any problems with Consumer's carrier or provider directly with Consumer's carrier or provider without involving bankcda. Consumer also agrees that if Consumer has any problems with Mobiliti, Consumer will contact a bankcda representative directly.

II. MOBILE BANKING SOFTWARE LICENSE AGREEMENT

A. License.

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

B. License Restrictions/Revocation.

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

- (i) Consumer's termination of Mobile Banking;
- (ii) Consumer's deletion of the Software from your Wireless Device;

- (iii) Consumer's noncompliance with this Agreement;
- (iv) or written notice to Consumer at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, Consumer agrees to promptly delete the Software from Consumer's Wireless Device and/or discontinue use. Bankcda and its service providers (which includes, without limitation, any provider of Software such as Fiserv) reserve all rights not granted to Consumer in this Agreement.

C. Software.

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

III. YOUR OBLIGATIONS

When Consumer uses Mobiliti to access accounts Consumer designates during the registration process, Consumer agrees to the following:

A. Account Ownership/Accurate Information.

Consumer represents that Consumer is a legal owner of the accounts and other financial information that may be accessed via Mobile Banking. Consumer represents and agrees that all information Consumer provides to bankcda in connection with Mobiliti is accurate, current and complete, and that Consumer has the right to provide such information. Consumer also agrees not to misrepresent Consumer's identify or Consumer's account information. Consumer agrees to keep Consumer's account information up to date and accurate. Consumer agrees that bankcda and its service providers may send Consumer, by sms text message, e-mail, and other methods, communications relating to Mobiliti (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobiliti and other Online Banking services.

Security of Consumer's Mobile Device. Consumer is responsible for maintaining the confidentiality and security of Consumer's Mobile Devices, account number(s), password(s), security question(s) and answer(s), login information, and any other security or access information, used by Consumer to access the Service. Consumer agrees not to supply Consumer's access information to anyone and to immediately notify bankcda if Consumer becomes aware of any loss, theft or unauthorized use of any access information, including Consumer's Mobile Devices. Bankcda reserves the right to deny Consumer access to the Service if bankcda believe that any loss, theft or unauthorized use of access information has occurred.

B. Location-Based Information.

If Consumer uses any location-based feature for Mobiliti, Consumer agrees that Consumer's geographic location

and other personal information may be accessed and disclosed through Mobiliti. If Consumer wishes to revoke access to such information, Consumer may cease using location-based features of Mobiliti by changing the settings on Consumer's mobile device.

C. Export Control.

Consumer acknowledges that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. Consumer agrees that Consumer will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, Consumer agrees that Consumer will not use Mobile Banking in any embargoed or sanctioned country.

D. Proprietary Rights.

Consumer is permitted to use content delivered to you through Mobiliti only on Mobility. Consumer may not copy, reproduce, distribute, or create derivative works from this content. Further, Consumer agrees not to reverse engineer or reverse compile any Mobiliti technology, including, but not limited to, any Software or other mobile phone applications associated with Mobiliti.

E. User Conduct.

Consumer agrees not to use Mobiliti or the content or information delivered through Mobiliti in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobiliti by any other user; or (j) use Mobiliti in such a manner as to gain unauthorized entry or access to the computer systems of others.

F. No Commercial Use or Re-Sale.

Consumer agrees that the Mobiliti and the Services are for personal use only. Consumer agree not to resell or make commercial use of Mobiliti.

G. Indemnification.

Consumer agrees to indemnify, defend, and hold bankcda and its affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from Consumer's use of Mobiliti, Consumer's violation of this Agreement, Consumer's violation of applicable federal, state or local law, regulation or ordinance, or Consumer's infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

IV. ADDITIONAL PROVISIONS

A. Mobile Banking Services Limitations.

1. Neither bankcda, nor any of its service providers, including Fiserv, can always foresee or anticipate technical or other difficulties related to Mobiliti. These difficulties may result in loss of data, personalization settings or other Mobiliti interruptions.

2. Neither bankcda, nor any of its service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with Consumer's use of Mobile Banking.
3. Neither bankcda, nor any of its service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless device or mobile network that Consumer utilizes to access Mobiliti.
4. Consumer agrees to exercise caution when utilizing the Mobiliti application on Consumer's Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
5. Information about activity is synchronized between Mobiliti software and our Internet Banking website. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through our website. Information available directly through our website may not be available via Mobiliti software, may be described using different terminology, or may be more current than the information available via Mobiliti software, including but not limited to account balance information. The method of entering instructions via Mobiliti software also may differ from the method of entering instructions through our website. Bankcda is not responsible for such differences, whether or not attributable to Consumer's use of Mobiliti software. Additionally, Consumer agrees that neither bankcda nor its service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

B. Changes or Cancellation.

Consumer may cancel your participation in Mobiliti by calling us at 208.665.5999 or changing your account setting on the internet banking website. Bankcda reserves the right to change or cancel Mobiliti at any time without notice. Bankcda may also suspend your access to Mobiliti at any time without notice and for any reason including but not limited to, Consumer's non-use of the Services. Consumer agrees that bankcda will not be liable to Consumer or any third party for any modification or discontinuance of Mobiliti.

C. Use of Data

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

D. Third Party Beneficiary.

Consumer agrees that bankcda's service providers may rely upon Consumer's agreements and representations in this Agreement, and such service providers are third party beneficiaries to this Agreement, with the power to enforce its provisions against Consumer.

E. Limitations and Warranty Disclaimers.

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

otherwise under this Agreement exceed \$5,000.