

Grundy Bank Mobile Banking Terms and Conditions

Thank you for using the Mobile Money Services (“Services”) and any related Software (“Software”) provided by Grundy Bank (“Financial Institution”) combined with your handheld’s text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. **Standard messaging charges apply.** The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider.

Mobile Banking Access ID and Password. It is your responsibility to safeguard the Access ID and password created. These codes are designed to protect the privacy of your financial information, but they will only work if you keep them confidential. Anyone to whom you give your Mobile Banking Access ID and Password or other means of access, will have FULL access to your accounts even if you attempt to limit that person’s authority. Sharing your Access ID and password is done at your own risk.

Grundy Bank will not contact you to ask for your Access ID or Password. If you are approached by anyone to provide your Access ID and password, **DO NOT PROVIDE THIS INFORMATION.** Contact the bank immediately, as you could be the victim of attempted fraud or identity theft at (815) 942-0130, during normal business hours. After hours you may e-mail us at: info@grundybank.com or write to us at: Grundy Bank, Attn: Client Services Specialist, P.O. Box 520, Morris, Illinois 60450.

Mobile Banking Account Owner Information. You must be the owner of this account(s) and you must have signature authority to be able to authorize the Bank to establish mobile banking.

Privacy and User Information. You acknowledge that in connection with your use of the Services, Financial Institution 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 the Services or Software (collectively “User Information”). The Financial Institution 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 the Services 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. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and 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 the Services and 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 the Services and 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 Financial Institution (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 Financial Institution or any third-party service provider involved in the provision of the Services; or (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 Financial Institution, any third-party service provider involved in providing the Services, 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: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

Mobile Banking Transactions. You or someone you have authorized; by giving them your Mobile Banking user name and password or other means of access (even if that person exceeds your authority); can instruct us to perform the following transactions:

- Make transfers between your qualifying accounts to the extent authorized;
- Obtain information, such as daily or historical account balance information, that we make available about your qualifying accounts; and
- Obtain other services or perform other transactions that we authorize.

Limits on Mobile Banking Transactions. You must have enough money or credit in any account from which you instruct us to make a transfer. Certain types of accounts including but not limited to savings and money markets have limited number of withdrawals that may be allowed in a specified period. These limitations are found in the "Illinois Terms and Conditions", "Electronic Fund Transfers Disclosure", "Your Ability to Withdraw Funds", "Truth-In-Savings Disclosure", and "Fee Schedule" that you received when you opened your deposit account and any subsequent amendments to these documents. You continue to agree to the terms you received in your initial disclosures and any subsequent amendments.

Our Liability for Failure to Complete Transfers. If we do not complete a transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

However, there are exceptions. We will NOT be liable:

- If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds, or if any transfer would go over the credit limit of any account.
- If your or our equipment was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.

- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction, or if you do not properly follow our instructions, or if you provide us with wrong or inaccurate information, or fail to correct or tell us about any inaccuracy of which you are aware.
- If the money in the account from which a transfer is to be made is subject to legal process or other claims that may restrict the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.
- If failure was caused by an act of God, event of terrorism, fire, or other catastrophe, or by an electrical or computer failure or by other causes beyond our control, or if we have a reason to believe that the transaction requested is unauthorized.

Your Liability and Indemnity. You warrant that you will perform your obligations under this Agreement consistent with all applicable Bank rules and regulations and that all information that you provide us is accurate, timely, and has been authorized by you.

Use of these Services is at your own risk. You are responsible for the installation, maintenance, and operation of your computer and browser software, anti-virus software and personal computer firewall. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate the computer software properly. Undetected or un-repaired viruses may destroy your programs, files, and even your hardware. We encourage you to purchase and employ a reliable firewall on your computer that will protect your computer from intrusion while you are connected to the Internet. You are solely responsible for the proper installation, configuration, and maintenance of an intrusion detection system you may employ.

You acknowledge that you shall be fully responsible and liable for any transactions initiated under this agreement. You acknowledge that you are in the best position to monitor the use of the Personal Online Banking service, avoid errors in transmitting transactions through the use of the Personal Online Banking service, protect the confidentiality and secrecy of the passwords and govern the authority given to each authorized user. Therefore, you agree that the Bank shall have no duty or obligation to verify information submitted by you in using the Personal Online Banking service.

Except to the extent that we are liable under the terms of this Agreement, you agree to indemnify and hold the Bank, its officers, directors, agents, and employees harmless from all claims, demands, judgments, expenses, liability, causes of action and damages, arising out of your use of the Personal Online Banking service. Indemnification shall survive termination of this agreement.

Business Days. Our business days are Monday through Friday, excluding holidays. We can process an internal Grundy Bank fund transfer on the same business day as your instruction, if we receive your instructions before our Personal Online Banking cut-off hour of 6:00 p.m. CST on a business day. If we receive your instruction after the cut-off hour of our business day, we will process the transaction on the next business day. If the date you request for a future transfer is not a business day, we will process the transaction on the business day immediately preceding the date you have requested. If you schedule a recurring funds transfer, and the transfer date does not exist in a month, the transfer will be processed on the last business day of the month.

Charges for Transactions. You agree to be charged for any applicable Personal Online Banking fees as listed in the Bank's fee schedule. We reserve the right to change our fee schedule from time to time and

your account will be charged in accordance with the new fee schedule after giving you at least twenty-one (21) days notification.

Unauthorized Transactions or Loss or Theft of your Mobile Banking Access ID or Password. If you believe your Mobile Banking Access ID or Password or other means of access have been compromised or stolen or that someone has used them without your authorization, call us **immediately** at (815) 942-0130, during normal business hours. After hours you may e-mail us at: info@grundybank.com or write to us at: Grundy Bank, Attn: Client Services Specialist, P.O. Box 520, Morris, Illinois 60450. Contacting us by phone is the best way of reducing your possible losses, since not all e-mail may arrive at their destinations in a timely manner. **Please Note:** Because e-mail is not secure, do not include any of your account or social security numbers with your e-mail. Your name, address, daytime phone number and a brief message as to what the problem might be is all we will need.

If you notify us of a loss, your liability for unauthorized transactions will be as follows:

- If you contact us within two (2) business days of the loss or your discovery of the loss, you can lose not more than \$50.00 if someone used your Mobile Banking Access ID and password without your permission.
- If someone used your Mobile Banking Access ID and password without your permission, you could lose as much as \$500.00 if you do not contact us within two (2) business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.
- If your statement shows transfers that you did not make, notify us at once. If you do not tell us within sixty (60) days after the first statement showing such a transfer was mailed to you, you may not get back any funds lost after the sixty (60) days, if we can prove your contacting us would have prevented those losses.

If you have given someone your Mobile Banking Access ID and password or other means of access, you have authorized that person to effect transactions in your account and you are responsible for all transactions that person performs. The above limitations do not apply. If you want to terminate that person's authority, you must change your Online Banking Access ID and password or other means of access or take additional steps to prevent further access by such person.

Error Resolution. In case of errors or questions about your transactions on Mobile Banking or if any statement you see shows transactions that you did not make, call or write us as soon as you can at (815) 942-0130 or Grundy Bank, Attn: Client Services Specialists, P.O. Box 520, Morris, Illinois 60450. We must hear from you no later than sixty (60) days after we communicated the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the date and dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. Generally, we will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will

have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

Your Usage and Responsibilities. You warrant and covenant that you will use the Bank's Personal Online Banking services for consumer, personal, family, or household purposes. You acknowledge that changes in technology, software, Bank policies and procedures, or other developments may require modifications to (or new or additional) your hardware which you will be solely responsible for upgrading at your sole cost and expense if you desire to make continued use of the Bank's Personal Online Banking services.

Miscellaneous. Any required notice or other communication will be addressed to you at the address on file with the Bank. You are responsible for notifying the Bank of any change in your postal or e-mail address.

Other General Terms. This Agreement is intended to supplement and not to replace other agreements between you and us relating to your account(s), including, without limitation, our "Terms and Conditions of Your Account", "Electronic Fund Transfers and Your Rights and Responsibilities", "Your Ability To Withdraw Funds" and "Truth-In-Savings Disclosure" agreements. In the event of a conflict between this Agreement and any other account rules and Agreements that apply to your account(s) or the functions performed using Personal Online Banking, this Agreement shall govern and prevail.

Third Parties. You understand that third parties other than us provide support and services relating to Personal Online Banking, and you authorize us to contract with third parties to provide such support and service. You release us from any liability for failures, act, or omissions of any third-party system operator including, but not limited to, unauthorized access or theft or destruction of your information or instructions. We have procedures to protect confidential information about you, your accounts, and your transactions. When we share information with third parties in order to affect your transactions, we require them to sign a contract agreeing to use the information only for the required purposes. Our information practices are fully detailed in the Grundy Bank Privacy Policy.

Applicable Law. This Agreement will be governed by, construed and enforced according to the laws of the State of Illinois.

Amendment. We may amend this Agreement at any time. Notice will be sent to you at your current address in our files. Amendments will be effective upon the date indicated in the notice.

Termination. We may modify, suspend, or terminate your privilege of using Personal Online Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Personal Online Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practical. If you wish to terminate your participation in Personal Online Banking, you must notify us at least ten (10) business days prior to the date you wish to terminate. Unless otherwise agreed, we will terminate the service on the 10th business day following our receipt of your notice. Termination shall not affect the rights and obligations of the parties for transactions made with the Personal Online Banking before we have had a reasonable time to respond to your termination request. You must cancel all future funds transfers, whether recurring or individual transfers, when you terminate Personal Online Banking or we may continue to process such payments. For security reasons, your Personal Online Banking will automatically delete your Access ID if you do not login every 120 days. To be re-activated for online banking once you have been automatically deleted, there will be a charge of \$5.00 for each occurrence.

Grundy Bank SMS Text Messaging

Grundy Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts).

1. **Enrollment.** Enrollment requires identification of the user's banking relationship with Financial Institution 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. **Standard messaging charges apply.**

2. **Opting Out.** Customers will be allowed to opt out of this program at any time. You can contact us thru our website at www.grundybank.com or 815-942-0130, or send a text message with the word "HELP" to this number: 72080. We can answer any questions you have about 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: 72080. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Grundy Bank Mobile Check Deposit User Agreement

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Grundy Bank Mobile Check Deposit and/or other remote deposit capture services that Grundy Bank or its affiliates ("us," or "we") may provide to you ("you," or "User").

1. **Services.** The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, now, or money market accounts from home or other remote locations by taking a picture of the front and back of each check using a smartphone camera and submitting the images electronically to Grundy Bank or Grundy Bank's designated processor.

2. **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. Grundy Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to 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. Some of the Services have qualification requirements and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. **Hardware and Software.** To use the Services, you must obtain and maintain, at your expense, compatible Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications

and other requirements that we and/or our service providers(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. Grundy Bank is not responsible for providing, maintaining, or servicing your Mobile Device or any other equipment for you. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, reports, upgrades and replacements.

Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing, and maintaining all hardware and software necessary to use the Service. We are not responsible for any third-party software that you may need to use the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third-party software provider at the 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. You agree that all images 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.

5. **Fees.** There is no fee for the service charged by us.

6. **Eligible items.** You agree to capture and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to us is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item". You agree that you will not capture and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks 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 payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.

- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.

7. **Endorsements and Procedures.** You agree to restrictively endorse (signed) any item transmitted through the Services as "For mobile deposit only" or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Services as Grundy Bank may establish from time to time.

8. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. 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 further 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 the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. You are responsible for verifying that deposits have posted to the appropriate account.

9. **Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 5:00 pm Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available no later than two business days from the day of deposit. Grundy Bank, in its sole discretion, may make such funds available sooner or may extend the hold period beyond two business days by placing a case-by-case hold or exception hold. Please note: All deposits are subject to verification and can be adjusted upon review. You are responsible for verifying that deposits have posted to the appropriate account.

10. **Disposal of Transmitted Items.** You agree to retain the check securely for at least 30 calendar days after we sent you the account statement on which the deposit appeared. After the 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never-represent the original check twice. During the time the retained check is available, you agree to promptly provide it to Grundy Bank upon request. If you fail to provide the original check upon request, you authorize us to deduct the amount of the check from your account.

11. **Deposit Limits.** We reserve the right to, and 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. Our current limits are as follows:

- For an account that has been open for 60 days or more with good account behavior as determined in our sole discretion, the daily dollar limit for deposits is \$5,000.00 per business day.
- There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Grundy Bank may change these limits at any time, in its sole discretion.

12. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Grundy Bank's sole discretion.

13. **Errors.** You agree that it is your responsibility to review all information that the Bank makes available to you in a timely manner to verify that deposits made through the Services have been received and accepted by the Bank and are accurate. Receipt of a check by the Bank through the Services does not constitute an acknowledgement by the Bank that the check is error free or that we will be liable for the check. You agree to notify Grundy Bank of any suspected errors regarding items deposited through the Services immediately, and in no event later than 60 days after the applicable account statement is sent to you by Grundy Bank. Unless you notify Grundy Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct and you are prohibited from bringing a claim against Grundy Bank related to such alleged error.

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

15. **Image Quality.** The image of an item, both front and back, transmitted to Grundy Bank using the Services must be legible, as determined in the sole discretion of Grundy Bank. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by Grundy Bank, the American National Standard Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association. Grundy Bank in its sole discretion may refuse to accept checks that do not meet our image quality requirement. This includes, without limitation, checks where:

- The front and/or back image is too large or too small;
- The front and/or back image is too light or too dark;
- The front and back images have a dimension or other mismatch or discrepancy;
- The image has torn or folded edges, cut corners, or other damage

16. **User Warranties and Indemnification.** You warrant to Grundy Bank that:

- You will only transmit eligible items;
- You will not transmit duplicate items;
- You will not re-deposit or re-present the original item;
- All information you provide to Grundy Bank is accurate and true;
- You will comply with this Agreement and all applicable rules, laws and regulations;
- You are not aware of any factor which may impair the collectability of the item;
- You agree to indemnify and hold harmless Grundy Bank from any loss for breach of this warranty provision

Any breach of the above warranties may result in cancellation of the Service for your specific profile in the Grundy Bank mobile application, closure of your accounts, or termination of the client relationship.

17. **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 deposited through the Service in your possession and your records relating to such items and transmissions.

18. **Termination.** We may terminate this Agreement at any time, for any reason. This Agreement shall remain in full force and in effect unless, and until, it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Bank Services Agreement, other agreement with us.

19. **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 to the fullest extent permitted by law.

20. **Checks Returned Unpaid.** When the deposit item is dishonored, you will receive an image of the original check, or a substitute check, as the charged-back item, which will impose a fee of \$8.00 per item. A dishonored item cannot be redeposited thru mobile capture.

21. **Present Checks More Than Once.** Once you have used the Services 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 for deposit through the Services 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 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 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 of your other account(s) with the Bank in our sole discretion.

22. **Disclaimer of warranties.** You agree that your use of the services and all information and content (including that of third-party service providers) 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.

23. **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 of data, or other losses resulting from the use or the inability to use the services incurred by you or any third party arising from, or related to, the use of, inability to use, or the termination of the use of these services, regardless of the form of action or claim (whether contract, tort, strict liability, or otherwise), even if Grundy Bank has been informed of the possibility thereof.

24. **Contingency Plan.** Grundy Bank will make every attempt to have the available service for you. In an event that the service is not available, an alternative method is to take the original check to the closest branch of the bank. For complete list of offices, please visit our website at: www.grundybank.com.

25. **Assignment.** You may not assign any of your rights, duties, and obligations under this Agreement. We may assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors, service providers, or other third parties.

26. **Entire Agreement.** The terms of your Bank Account Agreement and all other agreements you have with the Bank pertaining to your account(s) are incorporated by reference, and made a part of this Agreement. In the event of any inconsistency between such agreements, the provisions of this Agreement shall control to the extent necessary. You agree that the most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us. Any prior or contemporaneous agreements, representations, statements, negotiations, undertakings, promises, or conditions, whether oral or written, with respect to the Service which conflict with the provisions in this Agreement, are superseded by this Agreement.

Touch ID™ for Mobile Banking

Touch ID is an optional fingerprint sign-in method for Grundy Bank 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 Grundy Bank 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 Grundy Bank Mobile Banking. Grundy Bank 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 Grundy Bank Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Grundy Bank 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 Grundy Bank 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 Grundy Bank 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 Grundy Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

5. To the extent this Mobile Banking App allows you to access third party services, Grundy Bank, 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.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM

OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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.

Grundy Bank Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in Grundy Bank Online Banking and/or Mobile Banking (the "**Service**") includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from us that contain transactional information about your Grundy Bank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **More menu** within Grundy Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Grundy Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("**EndPoints**"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Grundy Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service

providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "**STOP**" to 72080 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Grundy Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 72080. In case of questions please contact customer service at 815-942-0130. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Grundy Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Grundy Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Grundy Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Grundy Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Grundy Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. <https://www.fiserv.com/about/privacypolicy.aspx>

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for Grundy Bank Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your

device only and Grundy Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Grundy Bank Mobile Banking. Grundy Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Grundy Bank Mobile Banking.

Android is a trademark of Google Inc.