

Mobile Banking Addendum

Changes effective 11/04/15: Mobile Deposit will now be available to business customers. See Sections III(A)and(G) and V(H) for related information.

This Mobile Banking Addendum (this “Addendum”) is an addendum to your Online Banking Agreement and Electronic Funds Transfer Act Notice, your deposit agreement(s), and the Terms and Conditions of Bank Independent Bill Pay (collectively, the “Agreement”), the terms of which are all incorporated into this Addendum by reference, **including without limitation the arbitration provision and Electronic Funds Transfer Act Notice**. This Addendum sets forth the additional terms and conditions for use of the Mobile Banking Services (“Mobile Banking” or “Mobile Banking Services”) offered through Bank Independent (the “Bank”) to you, the user (“you,” “your”). Except where modified by this Addendum, the Agreement remains in effect. Terms defined in the Agreement that are not defined in the Addendum have the same meaning in the Addendum. This Addendum and the Agreement constitute the entire agreement between you and the Bank relating to Mobile Banking, supersede any other agreements relating to Mobile Banking, and may only be amended as provided in the Agreement. If there is a conflict between the Agreement and this Addendum, the terms in this Addendum will govern your use of Mobile Banking.

I. ACCEPTANCE OF ADDENDUM; DESCRIPTION OF SERVICES.

A. Accepting this Addendum.

By clicking “I Agree” or “I Accept” when you register for Mobile Banking Services or by using the Mobile Banking Services, you agree to the terms and conditions of this Addendum.

B. Description of Mobile Banking Services.

The Mobile Banking Services allow you to:

- (i) access Bank Independent account information such as balances and recent transaction history;
- (ii) transfer funds between your accounts at Bank Independent;
- (iii) obtain information on your accounts using sms text messaging (standard text rates apply);
- (iv) make payments to merchants and individuals who have previously consented to accept payments through Bank Independent Bill Pay; provided, however that paying bills through Mobile Banking is subject to additional restrictions outlined in Section VI below;
- (v) if available, deposit certain checks into deposit accounts that are eligible to receive mobile deposits via Mobile Deposit; and
- (vi) perform 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. See the Bank’s website at www.bibank.com for the most up-to-date information on Mobile Banking. Mobile

Deposit requires a supported mobile device with a supported camera and operating system, in addition to a data plan for your mobile device. The Bank reserves the right to modify the scope of the Mobile Banking Services at any time and to limit the number of mobile devices through which you may access the Mobile Banking Services. The Bank reserves 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. The Bank does not guarantee that your particular mobile device, camera, operating system or mobile carrier will be compatible with the Mobile Banking Services.

C. Use of Mobile Banking.

You understand that you must be an Online Banking System customer in order to enroll in Mobile Banking. 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, the Bank may change, upgrade, or 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 Software. The Bank will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your wireless device.

D. Relationship to Other Agreements.

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with the Bank and its affiliates, **including without limitation the arbitration provision and the Electronic Funds Transfer Act Notice contained in your Online Banking Agreement.** You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving the Bank. You also agree that if you have any problems with Mobile Banking, you will contact the Bank directly.

E. Errors

You agree to notify the Bank of any suspected errors regarding Mobile Banking or Mobile Deposit immediately, but in no event later than 60 days after the applicable account statement is sent, in accordance with the Electronic Funds Transfer Act Notice in your Online Banking Agreement.

II. MOBILE BANKING SOFTWARE LICENSE AGREEMENT

A. License.

Subject to compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license (“License”) to download, install and use the Software on your wireless device within the United States and its territories. In the event that you obtain a new or different wireless device, you 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) your termination of Mobile Banking, the Online Banking System, and/or the Agreement;
- (ii) your deletion of the Software from your wireless device;
- (iii) your noncompliance with this Addendum; or
- (iv) notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your wireless device and/or discontinue use. The Bank and its service providers (which includes, without limitation, any provider of Software) reserve all rights not granted to you in this Addendum.

C. Software.

The Software shall be used solely for use in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy, reproduce, or sell all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software. You acknowledge 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. You (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, (e) will only use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of the Bank's procedures and requirements for use of the Software. The provisions of this paragraph will survive termination of this Agreement.

III. YOUR OBLIGATIONS

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

A. Account Ownership; Accurate Information.

You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking and/or that you have been and are authorized by a business to access the accounts of the business. You represent and agree that all information you provide to the Bank in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that the Bank and its service providers may send you, by sms text message, e-mail, and other methods, communications relating to Mobile Banking. You agree to use Mobile Banking carefully and, as required by the Agreement, to check your statements and transactions regularly, to report any errors to the Bank promptly by calling the Bank at (256) 386-5000 or toll free at (877) 865-5050, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking Services.

B. Location-Based Information.

If you use any location-based feature for Mobile Banking, you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information, you may cease using location-based features of Mobile Banking.

C. Security.

You are responsible for (i) maintaining the confidentiality and security of your mobile device, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Mobile Banking Services (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Mobile Banking Services. You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, text message, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify the Bank if you become aware of any loss, theft or unauthorized use of your mobile device or of any Access Information. The Bank reserves the right to deny you access to the Mobile Banking Services (or any part thereof) if the Bank believes that any loss, theft or unauthorized use of Access Information has occurred.

Electronic messaging cannot be used to notify the Bank of lost or stolen Access Information, nor can it be used to notify us of unauthorized transactions. You acknowledge that there are risks associated with using a mobile or wireless device, and in the event of theft or loss of such device, your confidential information could be compromised. You agree not to leave your mobile device unattended while logged into the Mobile Banking Services, and to log off immediately at the completion of each access by you. By use of the Mobile Banking Services, you assume these risks.

D. Export Control.

You acknowledge 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. You agree that you 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, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

E. Proprietary Rights.

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer, decompile, or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking. The Bank and its third party service provider retain all ownership and proprietary rights in the Mobile Banking Service. In the event that you attempt to use, copy, license, sublicense, sell, or otherwise convey or disclose the application or the Mobile Banking technology, the Bank shall have, in addition to any other available remedies, the right to injunctive relief enjoining such actions.

F. User Conduct.

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking 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 the Bank or its affiliates or service providers, or cause the Bank to lose (in whole or in part) the services of any of the Bank's 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 Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

G. No Re-Sale.

You agree that the Mobile Banking Services are for personal or business use only. You agree not to resell Mobile Banking.

H. Indemnification.

You agree to indemnify, defend, and hold the Bank 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 your use of Mobile Banking, your violation of this Addendum, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

IV. CHARGES FOR THE SERVICE

You agree to pay for Mobile Banking and Mobile Deposit in accordance with the Bank's current fee schedule, as amended from time to time. Currently there is no fee for Mobile Banking and Mobile Deposit. The Bank will advise you of any fee changes prior to implementing them. Notices of changes may be provided via mail or, if you have agreed to accept electronic notices, by email, text, or online on the Bank Independent website. You authorize the Bank to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, the Bank may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to the terms and conditions of use and agree to pay for them in accordance with the Bank's fee schedule and/or as shown on your screen at the point of use.

V. ADDITIONAL PROVISIONS FOR USE OF MOBILE DEPOSIT

Mobile Deposit may be made available to certain customers of the Bank, to be determined by the Bank, in its sole discretion.

A. Deposits made through the Mobile Banking Service.

Deposits made through the Mobile Banking Service are subject to all limitations and terms set forth in the relevant deposit agreement, as it may be modified from time to time, including without limitation, those terms related to deposit acceptance, crediting, collection, endorsement, processing order, and errors. When you take a picture of and transmit checks using the Mobile Deposit portion of the Mobile Banking Services, you agree to take a picture of and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). Checks may not be deposited into an account that has been closed.

B. Check images.

You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will

not use Mobile Deposit or the Mobile Banking Services to photograph and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you, or to you and another party who is named on the account to which you are depositing, with the correct endorsements of each party.
- b. Checks or items payable to any person or entity other than you and “signed over” to you.
- c. Checks made out to “cash.
- d. Checks depositing into a closed account.
- e. Checks or items containing alteration(s) to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- f. Checks or items previously converted to a substitute check, as defined in Reg CC.
- g. Checks or items drawn on a financial institution located outside the United States.
- h. Checks or items that are remotely created checks, as defined in Reg CC.
- i. Checks or items not payable in United States currency.
- j. Checks or items issued by a US federal agency, such as the Treasury Department.
- k. Money orders, savings bonds or traveler’s checks.

l. Checks dated more than 90 days prior to the date of deposit.

- m. Checks or items not acceptable under the terms of your deposit agreement.
- n. Checks payable on sight or payable through drafts, as defined in Reg. CC.
- o. Checks with any endorsement on the back, other than the signatures of the payees or a restrictive endorsement of “For deposit only, account # _____ (account number MUST be included).

Nothing in this Addendum should be construed as requiring the Bank to accept any check or item for deposit, even if the Bank has accepted that type of check or item previously. The Bank shall NOT be required to identify or reject any checks or items that you may transmit and deposit that fail to meet the requirements of this Addendum.

C. Image Quality.

The image of a check or item transmitted to the Bank using the Mobile Deposit portion of the Mobile Banking Services must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by the Bank, and with any requirements set by any clearing house used by the Bank or agreement the Bank has with respect to processing checks or items. You agree that the Bank shall not be liable for any damages resulting from a check or item’s poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

D. Endorsements and Procedures.

Before transmission, you will need to restrictively endorse any check or item transmitted through Mobile Deposit as “For deposit only” and endorse the check correctly. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as the Bank may establish from time to time. You agree to supply any information in your possession that the Bank

requests regarding a check or item deposited or attempted to be deposited through Mobile Deposit.

E. Receipt of Checks and Items; Crediting.

The Bank reserves the right to reject any check or item transmitted through Mobile Deposit, at its discretion. The Bank is not responsible for checks or items the Bank does not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from the Bank that the Bank has received the image. Receipt of such confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your account. The Bank reserves the right to charge back to your account at any time, any item subsequently determined to be an ineligible 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.

As provided in the relevant deposit agreement governing your deposit account and subject to the Bank's Funds Availability Disclosure, deposits received and accepted before a particular time of the day (the "Cutoff Time") on a Business Day are normally credited on the next Business Day. Deposits received and accepted after the Cutoff Time on a Business Day are reviewed on the next Business Day and are normally credited on the following Business Day. If the availability of the funds from your mobile deposit is delayed, you will be notified via mail, and these funds will be available after the hold expires. The Bank may establish earlier or later Cutoff Times for checks and items deposited via Mobile Deposit, and may credit your connected deposit account for such checks and items even if received and accepted after the applicable Cutoff Time specified in the relevant deposit account agreement governing your deposit account. In the event that the Bank establishes later Cutoff Times for checks and items deposited via Mobile Deposit, the Bank reserves the right to change the Cutoff Times at any time as permitted by law.

Regardless of whether the Bank establishes later Cutoff Times for checks and items deposited via Mobile Deposit, you understand and agree that checks and items must be received and accepted by the Bank before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for crediting the next business day. See the Bank's Funds Availability Policy for details on Cutoff Times. Provisional credit (memo-credit) will not be granted for deposits made through Mobile Deposit. This means you will not be able to draw cash against deposits made through the service until the deposit has been posted to your account. Deposits made through the service are posted during our nightly processing.

You enter the amount of the check as a deposit is made through Mobile Deposit. If the Bank determines that the check is for a different amount than you entered, the Bank may adjust the check amount and notify you of the adjustment. At all times, the check will be deposited for the amount read by the Bank.

F. Availability of Funds.

The Bank will make funds available for checks and items received, accepted, and successfully processed through Mobile Deposit according to the funds availability policy set forth in Section E above for your deposit account connected to Mobile Deposit, subject to terms regarding Cutoff Times above.

G. Disposal of Transmitted Checks and Items.

After a check or item has posted to your account, you agree to prominently mark the check or item as “Electronically Presented.” You agree never to re-present to the Bank or any other party a check or item that has been deposited through Mobile Deposit unless the Bank notifies you that the check or item will not be accepted for deposit through Mobile Deposit. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for the Bank’s audit purposes. To ensure that such checks and items are not re-presented for payment, you agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through Mobile Deposit, after you have confirmed on your statement that the checks have cleared. Prior to disposal or destruction, you agree to safeguard such checks and items.

H. Deposit Limits.

The Bank reserves the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by the Bank) that you transmit using Mobile Deposit and to modify such limits from time to time. Current limits on Mobile Deposits into a consumer account are 3 items (or checks) deposited per day, one check at a time, up to \$3,000 per day, with a monthly limit of 25 items, for a maximum monthly dollar amount of \$5,000. Current limits on Mobile Deposits into a business account are 5 items (or checks) deposited per day, one check at a time, up to \$5,000 per day, with a monthly limit of 25 items, for a maximum monthly dollar amount of \$25,000. See the Mobile Banking FAQs for more information about limits on the number and amount of checks or items being made through Mobile Deposit.

I. Presentment.

The manner in which the checks and items are cleared, presented (or re-presented) for payment, and collected shall be in the Bank’s sole discretion as set forth in the relevant deposit account agreement governing your deposit account.

J. Promises You Make to the Bank; Indemnity.

You warrant to the Bank that:

- a. You will only transmit eligible checks and items that you are entitled to enforce, and all checks and items will include all signatures required for their negotiation.
- b. Images will meet the Bank’s image quality standards in effect from time to time.
- c. You will not transmit an image or images of the same check or item to the Bank more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- d. You will not deposit or re-present the original check or item with the Bank or any other party, nor will you present a check to the Bank which has been deposited with another party or through another system.
- e. All information you provide to the Bank is accurate and true, including that all images transmitted to the Bank accurately reflect the front and back of the check or item at the time it

was imaged.

f. You will comply with this Addendum and all applicable rules, laws and regulations.

g. You will use Mobile Deposit and Mobile Banking only for your own deposits and will not allow the use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Banking or Mobile Deposit by or for the benefit of any third party.

h. By your utilization of the Bank's Mobile Banking application, you acknowledge that the third party service provider of the application may have access to the nonpublic personal information transmitted by you through the application and the Mobile Banking Service.

You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision or the terms of this Addendum. You agree that you are solely liable and responsible for all damages, losses, expenses, and claims arising from, without limitation, any of the following: (i) duplication of images of deposited checks using Mobile Deposit; (ii) alteration of images of deposited checks; (iii) deposit of checks on accounts with insufficient funds, counterfeit checks, fraudulent checks, or checks bearing unauthorized or forged endorsements; (iv) acts of fraud, negligence, or willful misconduct committed by your employees or agents in depositing checks using Mobile Deposit; (v) failure of your hardware or software; or (vi) failure to properly store original checks once the image has been transmitted.

VI. ADDITIONAL PROVISIONS FOR USE OF BILL PAY THROUGH MOBILE BANKING

The Bank Independent Bill Pay Service through Mobile Banking does not allow you to select the date on which the bill will be paid. All bill payments arranged through Mobile Banking will be made on the earliest available date for the particular payee. If a bill payment is scheduled via Mobile Banking prior to 3:00 p.m., the payment will be deducted from your account on the date you use Mobile Banking to arrange for payment. New payees and new accounts from which you want to make payments may only be added through the online version of Bank Independent Bill Pay.

VII. ADDITIONAL PROVISIONS

A. Mobile Banking Services Limitations.

1. The Bank will use reasonable efforts to make the Mobile Banking Services available for your use. Mobile Banking may not be available for short periods of time due to regular or emergency maintenance. Accessibility may also be interrupted because of conditions beyond the Bank's control, including without limitation outages in internet availability. The Bank does not warrant that Mobile Banking will always be available for your use. The Bank may elect to discontinue or modify Mobile Banking at any time. Your continued use of Mobile Banking constitutes your acceptance of and agreement to such changes. Neither the Bank, nor any of its service providers, can always anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data or settings or in other Mobile Banking interruptions. The Bank and its service providers do not assume responsibility for any difficulties or resulting damages that you

may incur.

2. Neither the Bank, nor any of its service providers, assumes 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 your use of Mobile Banking. The Bank cannot guarantee the security of Mobile Banking, as it may be compromised or malicious code may be introduced by third parties. The Bank will provide you with notice if your information is the subject of a security breach as required by applicable law. For security reasons, Mobile Banking Services have qualification and identification requirements. The Bank reserves the right to change these requirements at any time.

3. Neither the Bank, nor any of its service providers, assumes responsibility for the operation, security, functionality or availability of any wireless device or mobile network that you utilize to access Mobile Banking.

4. You agree to exercise caution when utilizing the Mobile Banking application on your wireless device and to use good judgment and discretion when obtaining or transmitting information.

5. Information about activity is synchronized between the Mobile Banking software and the Bank's Online Banking System. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through the Bank's Online Banking System. Information available directly through the Bank's Online Banking System may not be available via the Mobile Banking software, may be described using different terminology, or may be more current than the information available via the Mobile Banking software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through the Bank's Online Banking System. The Bank is not responsible for such differences, whether or not attributable to your use of the Software. Additionally, you agree that neither the Bank 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.

You may cancel your participation in Mobile Banking or in the texting portion of Mobile Banking by calling the Bank at (256) 386-5000 or toll free at (877) 865-5050. The Bank reserves the right to change or cancel Mobile Banking, in whole or in part, at any time without notice. The Bank may also suspend your access to Mobile Banking immediately and at any time without notice and for any reason including but not limited to, your non-use of Mobile Banking Services. You agree that the Bank will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

C. Third Party Beneficiary.

You agree that the Bank's service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries to this Addendum, with the power to enforce its provisions against you.

D. Limitations and Warranty Disclaimers.

The Bank and its service providers disclaim all warranties relating to the Mobile Banking Services or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. There is no guarantee that access to Mobile Banking will be available at all times, and the Bank shall not be liable if you are unable to access the services. Mobile Banking, and its components, are provided “AS IS.” Neither the Bank nor its service providers will be liable to you 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 the Bank or its service providers, as applicable, have been advised or, 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 the Bank or its service providers to you in connection with the Mobile Banking Services or otherwise under this Addendum or the Agreement exceed the amounts paid by you for the services provided to you through the System.

E. Miscellaneous.

If any part of this Addendum is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. This Addendum shall be construed in accordance with and governed by Alabama law and applicable federal law and regulations. **This Addendum is subject to the arbitration provision and to the Electronic Funds Transfer Act Notice set forth in the Agreement.** Any waiver (express or implied) by the Bank of any default or breach of this Addendum must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Addendum. This Addendum is, however, binding upon you, your heirs, successors, and assigns. Certain of the obligations, such as indemnity obligations, which by their nature would continue beyond termination, cancellation, or expiration of this Addendum and the Agreement, shall survive termination, cancellation, or expiration of this Addendum and the Agreement.