

## **CASEY STATE BANK CONSUMER MOBILE BANKING AGREEMENT AND DISCLOSURE**

This Consumer Mobile Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a consumer user of Casey State Bank's Mobile App Banking and Mobile SMS (Text) Banking Services. It also describes the rights and obligations of Casey State Bank ("Bank"). Please read this Agreement carefully. By requesting and using this Service and electronically verifying the receipt of this agreement and disclosure, you agree to comply with the terms and conditions of this Agreement. Any Business account accessed through Mobile Banking will not acquire consumer rights through this Agreement and Disclosure.

The following definitions apply in this Mobile Banking (App) Agreement and Disclosure:

The words "we", "us," and "our" refer to Casey State Bank

The words "you" or "your" refer to each individual who is identified in our records as the account owner or authorized signer on the account or someone who is specifically designated by the Account holder to have access to the account.

The term "Account holder" shall mean the owner(s) of the account on our records.

The term "Account(s)" refers to any checking, savings, money market or other deposit or loan account you have designated to receive on your Mobile Device.

The term "Mobile Banking" refers to the system that allows customers of the Bank to conduct a number of financial transactions through a mobile device.

The term "Mobile Device" refers to any handheld device used to access our Mobile Banking App using Apple or Android Apps. These devices typically are smart phones, tablets, etc. such as Apple iPhone, HTC, LG, Motorola; iPad, iPod, Windows and Kindle Fire.

The term "Mobile Banking Service(s)" refers to access and transactions on Mobile Banking accounts. You may access more than one account, view account balances and transaction information and transfer funds among designated accounts. Mobile banking services also include Bill Pay Services, Manage Cards and Add Alerts. Additional services may be added at a later date.

The term "Communications" includes all notices, agreements, acknowledgements, receipts and other information related to your Accounts, including but not limited to disclosures we are required to send by law to you in writing and Bank marketing advertisements and communications.

Bank Offices refers to any Casey State Banking location. A list of our locations can be found at Casey statebank.com.

For assistance with Online Banking, Mobile or Bill Pay Information please call 1-866-666-2754.

### **Use of the Mobile Banking App**

Download the Casey State Bank Mobile Banking App to your Mobile Device. Casey State Bank does not permit your Passcode or any account information to be stored on your device. When a new version of the Casey State Bank Mobile App is available, you will be notified of the update via an alert in the app store for your device. Simply update and continue using your mobile banking app. We reserve the right to modify Mobile Banking and Mobile Banking Services at any time. In the event of any modifications, you are responsible for making sure that you understand how to use the App as modified. By use of the modified services, you agree to the terms and conditions that apply to them. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, Mobile Banking Services or your Mobile Device.

The availability, timeliness, and proper functioning of Mobile Banking and Mobile Banking Services depends on many factors, including your Mobile Device, your Mobile Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, and software. Neither we nor any of our service providers, warrants that Mobile Banking, Mobile Banking Services, or the software App will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers, shall be liable for any loss or damage caused by any lack of availability or improper functioning of Mobile Banking or Mobile Banking Services, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data or loss of personalized settings.

You agree, when you use Mobile Banking and Mobile Banking Services, you remain subject to any terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e. AT&T, Verizon, etc.) and that this Agreement 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 (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking Services, which may include downloading the software, receiving or sending Mobile Banking text messages) or other use of your Mobile 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 provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Neither we, nor any of our service providers, assume responsibility for the operation, security, functionality or availability of any related network, Mobile Device or mobile network which you utilize to access Mobile Banking.

Mobile Banking and Software are provided "As Is" without warranty of any kind, express or implied including, but not limited to warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy or completeness. You agree to exercise caution when utilizing Mobile Banking on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.

Neither we, nor our service providers, are liable for failures to perform our obligations under this Agreement resulting from fire, earthquake, flood, or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond our control.

You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to use in connection with Mobile Banking is accurate, current and complete and that you have the right to provide such information to us for the purpose of using Mobile Banking Services.

You agree not to misrepresent your identity or your account information. You agree to keep your personal information (email address, etc.) up to date and accurate. You represent that you are an authorized user of the Mobile Device you will use to access Mobile Banking Services, and that you are authorized to download and install the software App on your Mobile Device.

You agree not to give or make available your Mobile Banking password or other means to access your account to any unauthorized individuals. If you permit other persons to use your Mobile Device and PIN or other means to access your Mobile Banking Service, you are responsible for any transactions they authorize. If you believe that your PIN, Mobile Device or other means to access your account has been lost or stolen, or that someone may attempt to use Mobile Banking to access your accounts without your consent, you must notify us in accordance with the notification requirements set forth in the Casey State Bank's Electronic Funds Transfer Disclosure in this agreement.

## **Contract Terms and Conditions, Changes, Amendments and Termination**

### **Accessing Casey State Bank Accounts on your Mobile Device**

This agreement governs the use of the Casey State Bank's Mobile Banking and Mobile Banking Service and each person who is referenced on Casey State Bank's records as the Account Holder or any individual specifically designated by the Account Holder to have access to the account. Each Account Holder is jointly and individually liable for all transactions initiated through Mobile Banking Services, including overdrafts, even if the Account Holder did not participate in the Mobile Banking event that resulted in the transaction.

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Accounts. Your use of the Mobile Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review your other Account disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

The terms of this Agreement, applicable fees, and service charges may be changed or amended by Casey State Bank from time to time. Further, Casey State Bank may revise or update the Mobile Banking program from time to time. In the event of a change to this agreement or a change to the program or services, you will receive a notice sent to your email address, or a notice will be mailed to you via U.S. mail or the notice may be posted on our website. If the Bank sends a notice of the change via email or posts it on our website, you will be deemed to have received it three days after it is sent or posted. If the Bank sends a notice via U.S. mail, you will be deemed to have received it five days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of Mobile Banking and Mobile Banking Services in whole or in part at any time without prior notice. Your continued use of Mobile Banking and Mobile Banking Services, after revised terms and conditions have been given to you, constitutes your acceptance of the revised terms and conditions.

This Agreement will become effective on the date you access your account through Mobile Banking or the date a change to the agreement is received by you and shall remain in full force and effect until termination by either party. If we terminate this Agreement or your use of the Mobile Banking Service for any other reason, we will promptly notify you. We will require written notice in order for you to terminate the contract. This notice may be mailed to Casey State Bank, Attention: Bookkeeping Department, P. O. Box 337, Casey, IL 62420 or may be presented in person, to any Casey State Bank location.

### **Consent to Receive Electronic Communications**

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically. You authorize us to provide to you, electronically, any and all communications regarding each of the Accounts you designate to access via Mobile Banking. All communications provided in either electronic or paper format from us to you will be considered "in writing". For your records, you should print or download a copy of each communication that is provided to you electronically.

You consent to receive via electronic delivery all required disclosures and communications regarding all deposit accounts, loan accounts and lines of credit you have specified to access through Mobile Banking. In addition, you agree to receive Bank marketing advertisements and communications via electronic delivery. Disclosures and other communications that may be delivered to you electronically may include, but are not limited to:

Periodic statements for Online Statement Account Users

Legal and Regulatory Notices for your Account, including but not limited to:

1. Privacy Policy and Annual Privacy Notice

## 2. Annual Electronic Funds Transfer Notice

Notices or disclosures for any change-in-terms information for your account

Fees or Charges Applicable to the Account

Other notices we may be required to provide

Bank Marketing Advertisements and Communications

For each of the Mobile Banking accounts you access, we have no obligation to provide you or any other owner or authorized signer on the accounts, with a paper copy of any communication, unless and until, consent for electronic communications is withdrawn as described in this document. A paper copy of any statement or disclosure may be obtained by making a request in person at any Casey State Banking location or by sending us a written request for a paper copy to Casey State Bank, P. O. Box 337, Casey, IL 62420 or by printing a copy of your online statement or disclosure.

A fee may apply for each additional printed or electronic copies of previous statements requested. No fee shall apply for providing copies of other disclosures as required by law. We reserve the right, but assume no obligation, to provide a paper copy (instead of an electronic) of any communication that you have authorized us to provide electronically.

### **How to Withdraw Your Consent to Electronic Communications**

You may withdraw your consent to receive your statements, disclosures and all other communications from us electronically, by providing a notice to us in writing. Any withdrawal of your consent to receive electronic statements, disclosures and communications will be effective after we have a reasonable time to process your withdrawal, up to 10 days from receipt of the withdrawal of consent. This notice may be made in person at any Casey State Banking location or by mailing a notice to:

Casey State Bank  
Bookkeeping Department  
P. O. Box 337  
Casey, IL 62420

The legal effectiveness, validity or enforceability of electronic disclosures, previously delivered electronically, will not be affected by your withdrawal of consent for future electronic delivery of communications.

### **Termination**

This Agreement may be terminated in accordance with the following provisions:

1. Termination for Cause: We may immediately terminate your Mobile Banking privileges, without notice to you, under the following circumstances:

You do not comply with the agreement governing your deposit or loan accounts or

Your accounts are not maintained in good standing.

2. Voluntary Termination: To terminate this Agreement, you must notify the Bank and provide your name, address, the Mobile Service(s) you are discontinuing, and the requested termination date of the Mobile Service.

You may notify the Bank by one of the following methods:

Sending an email by logging in to Online Banking. Click the "Support" tab from the navigation bar, then click the "Create a Support Request" button, enter "Mobile App Termination" in the subject line and click "Send".

Contacting us by phone, call during regular business hours of 8:00 a.m. - 4:00 p.m., Monday through Friday at 1-866-666-2754.

By mailing a notice to Casey State Bank, Bookkeeping Department, P.O. Box 337, Casey, IL 62420; or

Delivering a written notice in person to any Casey State Banking location.

### **Use of Mobile Banking and Mobile Banking Services**

You agree to provide us with your true, accurate and complete email address, home address, and telephone number. You further agree to maintain and update promptly any changes in this information. You can update this information by logging into your online account, or in person at any Casey State Banking location, or by sending a written notice to Casey State Bank, Bookkeeping Department, and P. O. Box 337, Casey, IL 62420. For your protection, we will not accept any change to your email address or other identifying information provided by general use or public email or by telephone. If we receive notification that electronic delivery is not possible due to an incorrect or closed email address, we may elect to consider this a withdrawal of consent for electronic communications.

The Bank will provide instructions on how to use the Mobile Banking Service you choose. You will gain access to your Mobile Banking Service through the use of your Mobile Device using your Mobile Banking Password and your User ID. You may access your Mobile Banking Services 24 hours a day, seven (7) days a week. However, availability of the Mobile Banking Service may be suspended for brief periods of time for the purposes of maintenance, updating, and revising the software.

For purposes of Mobile Banking Service transactions, the Bank's business days are Monday through Friday, excluding bank holidays.

All Mobile Banking Service transaction requests received after 5:00 p.m. Central Time on business days and all transactions which are requested on Saturdays, Sundays, or federal holidays on which the Bank is closed, will be processed on the Bank's next business day.

### **Canceling payments and transfers:**

Immediate transfers cannot be cancelled.

A future dated transfer that was originally set up through your Mobile Banking Service on your Mobile Device may be canceled on your Mobile Device up to the cutoff time on the process date.

A future dated transfer that was originally set up on your Online Banking Account may be cancelled through your Mobile Device.

Bill Pay payments may be cancelled on your Mobile Device. They may be cancelled by logging in to your Bill Pay Account through your Mobile Device and requesting a cancellation before the process time of 3:00 p.m. Central Time on weekdays.

## **Manage Cards**

This feature lets you take control of your Casey State Bank MasterCard® Debit Card and protect against unauthorized use. An example:

If you have misplaced your card, turn it to the Off position. If you find it, and feel your account has not been jeopardized, turn it back On and continue to use your card or;

If you use your card infrequently, or are traveling without your card, turn it OFF. Then turn it on when you are ready to use. You are in control. Your mobile application shows you whether your card is On or Off.

Turning your card Off only impacts future debit card (point of sale and ATM) transactions. Any previously authorized transactions will be paid, and any recurring transactions you had previously set up will still occur. Turning your card Off will not affect your checks, mobile or internet transfers, bill payments, or any other type of transactions in your account(s).\*

*\*In all situations it is your responsibility to review activity in your accounts for propriety and to assure that any scheduled or recurring transactions occur when your card is Off.*

## **Mobile Banking Transactions**

A. Account Access: You may access to view all of your accounts you designate for Mobile Banking Services.

B. Transfer of Funds: You may use Mobile Banking Service to conduct the transfer of funds. You may perform immediate transfers between accounts or schedule future transfers between accounts. If there are not sufficient funds in the account, we cannot complete the transfer. However, future transfers will not be impacted. You are advised to check your recurring transfers at the beginning of each month and adjust the process date where necessary.

Limitations: Because regulations require the Bank to limit preauthorized transfers (including Mobile Banking transfers) on Savings and Money Market accounts, you can make no more than six (6) transfers per month by preauthorized or automatic transfer or by telephone or Online Banking for these types of accounts.

C. Bill Pay Access\*: If you are a Bill Pay Customer, you may schedule payments or transfers through your Mobile Device for any Payee. New payees may be added through your mobile device or through the Bill Pay system.

Additional Services: New services may be introduced for Mobile Banking access from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that apply to these services.

## **Fees**

The Bank offers the benefits and convenience of the Mobile Banking Service to you free of charge. Any fees associated with the use of your Mobile Device will still apply.

## **Use of Electronic Mail (Email)**

If you need to report an unauthorized transaction from one of your accounts, you should not rely on sending the notice to us by email. Email transmissions through public or general email are not secure. We advise you not to send us or ask for sensitive or confidential information such as Account Numbers, Passwords, Account Information, etc. via any general or public email system.

If you send the Bank an email message, the Bank will be deemed to have received it on the following business day.

### **Lost, Stolen or Compromised Information**

If you believe your account information has been lost or stolen, or compromised, contact the Casey State Bank, toll-free at 1-866-666-2754 as soon as possible. In addition, log in to your Mobile Banking site and change both your User Name and Password information.

### **Mobile SMS (Text) Banking Services Agreement & Disclosure**

#### **(This service is not currently available)**

The following Terms and Conditions ("Agreement") apply to our Mobile Banking SMS (Text) services (defined below). Mobile Banking is offered as a convenience and supplemental service to Casey State Bank's Mobile App Banking Services. By accepting this Agreement and using Mobile Banking, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of Mobile Banking. Please read this Agreement carefully before accepting.

We may amend these terms, and modify or cancel the mobile services and features we offer, from time to time without notice, except as may be required by Law.

We may offer additional mobile services and features in the future. Any such added mobile services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service if applicable.

We may also limit the types and number of Accounts eligible for Mobile Banking.

Any deposit Account accessed through this Service is also subject to the Account Disclosures and Regulations for the Account (Account Disclosures). You should review the Account Disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Not all Mobile Devices will be capable of accessing and using Mobile Phone Banking. The Bank cannot guarantee the availability of underlying data services provided by your mobile carrier, (i.e. we are not responsible for carrier data outages or "out of range" issues). We will not be responsible for any inability of your Mobile Device to access or use Mobile Banking, or for any loss or damage to your Mobile Device resulting from your access or use, or attempted access or use, of Mobile Banking and you should satisfy yourself as to these matters before attempting to access or use Mobile Phone Banking.

### **Definition of Terms**

As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible Bank checking, savings or loan accounts that can be accessed through Mobile Banking.

"Alias" means a word that your account would be known as.

"Available Balance" means the balance available at the time you make your request, which is the total balance less any amounts that are held (e.g. based on funds availability) otherwise subject to restraint (e.g. due to legal process or levy). All outstanding transactions or holds on your Account may not be included as of the time of your request. Available Balance may not be the same as Collected Balance or Ledger Balance. For balance definitions, see also the Account Disclosures.

"Balance" means your "Available Balance."

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and/or capable of sending and receiving text messages.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)," mean each person who applies to use the service and each person who uses the Service.

"We," "Us," and "Bank" means Bank.

## Description of Mobile Banking

Mobile Banking features and services may vary depending on the method of Mobile Banking we offer and method you select.

### SMS (Text) Mobile Banking

#### **(This service is not currently available)**

Listed below are the Mobile Banking commands available for your use with Mobile Banking. We may change these commands from time to time. The most current list of commands is available at [www.CaseyStateBank.com](http://www.CaseyStateBank.com).

To initiate a text message (command), send a text to MOBANK or 662265 using one of the following requests:

- BAL – returns the balance of the default account
- BAL ALL – returns the balance for all accounts registered for mobile banking
- BAL [alias] – returns the balance for the account using the alias
- ACT – returns the activity for the default account
- ACT [alias] – returns the activity for the alias account
- CMD – returns short list of commands
- HELP – provides a phone number for support
- STOP – stops mobile banking text services

Upon receipt of the text message (command), the information requested is sent to the registered mobile device. All accounts registered for the SMS (Text) feature of Mobile Banking must have a unique alias which is used to identify the account. The alias is used when requests are sent to determine what account information is returned. The alias is sent in the return message. When an alias is not used in the request, information for the account designated as the default account will be returned. The alias may not match the account number, contain spaces or special characters.

Each user will be allowed to register only one Mobile Phone number.

***Do not use the same alias used for any other Mobile Banking service at Casey State Bank or any other financial institution to ensure correct account information is returned as requested.***

***Note: A text messaging signature stored on your mobile device cannot be used in the text message when using the commands above. The system reads the signature as an alias and you will not receive the information requested.***

To stop all mobile access, text STOP to MOBANK or 662265.

You will never receive a text message from Casey State Bank asking you to send any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call us at 1-866-666-2754 to report the incident.

### Registration/Activation

Mobile Banking is offered as a convenience and supplemental service to your banking with us including our Online Banking Services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your Accounts and services with us.

You must have an eligible Mobile Device capable of SMS messaging (for SMS (Text) Banking). You must be authorized to use and incur charges on your Mobile Device cellular account in relation to Mobile Banking.



To register a Device for SMS (Text) Banking, you must be the authorized user for the assigned number for the Device registered. You agree to provide us with true, accurate, current and complete information during the registration process. You may register for SMS (Text) Banking at any Casey State banking facility by completing and signing a Mobile Banking registration form or submitting a Mobile Banking registration form electronically from behind our Online Banking services.

### **Maintaining Your Mobile Banking Profile**

If your mobile device is lost, stolen or the number is changed you must notify the bank at as soon as possible.

### **Mobile Banking Cancellation**

You may cancel Mobile Banking at any time by contacting us by email or phone.

- To send an email, click on the Support tab from the main navigation bar. Under Support Center, click the link, "Create Support Request." Select "Mobile Banking" from the list of categories, enter "Mobile Banking Cancellation" in subject line, then type your request to cancel Mobile Banking and your account number(s) and click send.

To contact us by phone, call during regular business hours of 8:00am - 4:00pm, Monday through Friday at 1-866-666-2754. Your request to cancel Mobile Banking will not result in any charges or fees to your account.

### **Electronic Communications Consent**

By accepting this Agreement and using Mobile Banking, you agree to receive from Us any disclosures, agreements or other communications (collectively "Electronic Communications") relating to the Mobile Banking service electronically via your handheld electronic Device. Electronic Communications include Electronic Fund Transfer disclosures, any other disclosures required by law or regulation, this Agreement, and any other communications that are provided to you at any time while the Mobile Banking service is in effect. Bank may also provide Electronic Communications at [www.CaseyStateBank.com](http://www.CaseyStateBank.com). Any Electronic Communications that are required by law or regulation will be provided, at [www.CaseyStateBank.com](http://www.CaseyStateBank.com) in a form you can print and retain for your records. You have the right to receive a paper version of the Electronic Communications. You will not be charged a fee for the paper version. You have the right to withdraw your consent to receive Electronic Communications. If you withdraw your consent to receive Electronic Communications, we may terminate your Mobile Banking service, but you will not be charged a fee for your withdrawal of consent. If you want a paper version of any Electronic Communication, wish to withdraw your consent to receive Electronic Communications, or you wish to update the information needed to provide Electronic Communications to you, you may call the customer service number in the Notices/Contact Information section of the Agreement. To receive an Electronic Communication from us, your Device must be web-enabled and/or capable of receiving text messages.

### **Your Mobile Banking Responsibilities**

In addition to the terms and conditions in other sections of this Agreement and your Responsibilities in the Electronic Funds Transfers Provisions section below:

You agree to monitor your Account and important Account information through your Online Banking Service, periodic statements for your Account, if applicable and important notices about your Account delivered by us electronically or by mail, in addition to any services or information you may receive through Mobile Banking. You agree to keep informed of any changes to Mobile Banking by regularly visiting our website.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

You agree to notify us immediately if you lose, or change or cancel the number of, your registered Device.

If you believe that someone may have unauthorized access to your Mobile Banking, you agree to cancel your Mobile Banking associated with the Device immediately.

You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws.

***You agree you will:***

***Lock your Mobile Device or take other steps necessary to stop unauthorized use of Mobile Phone Banking;  
Notify us immediately if your Mobile Device is lost or stolen, or if you change your Mobile Device or Mobile Device phone number.***

### **Business Account Owners**

You, as an owner of the business, acknowledge and assume the liability of providing account access or user credentials (i.e. account alias (nicknames) or other user authentication identifiers) to an employee(s) allowing access to an account(s) through Mobile Banking product/services. We do not recommend allowing Mobile Banking access to your employees, but if you do, you as an owner of the business must notify us to remove Mobile Banking access from the mobile device in the event the employee becomes no longer employed at your business.

### **Fees**

We do not charge a fee for our current Mobile Banking including EFTs. However, please see the Statement of Fees for any excess transaction fees that may apply to your Account. **Also, you are responsible for web access and/or data or text message charges that may be billed by your mobile carrier.** Check with your mobile carrier for details on specific fees and charges that may be applicable.

### **Our Limited Liability for Use of Mobile Banking**

Our Mobile Banking services are provided to you on an "AS-IS" AND "AS AVAILABLE" BASIS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS THAT YOU WILL HAVE CONTINUOUS OR UNINTERRUPTED ACCESS TO MOBILE BANKING OR ITS CONTENT OR FUNCTIONS, OR THAT SUCH FUNCTIONS WILL BE ERROR-FREE OR ANY ADVERTISEMENTS, OR WEBSITES IN CONNECTION WITH THAT SERVICE, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF MOBILE BANKING (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH MOBILE BANKING) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE MOBILE BANKING SERVICE. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state. In addition, see Electronic Funds Transfer Disclosure section for limits of liability provisions for transfers made using Mobile Banking, which section applies only to the extent not consistent with this limitation of liability provision.

IN NO EVENT WILL THE BANK, OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE OF GOODS OR MOBILE BANKING), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH

YOUR USE OF MOBILE BANKING. THE AGGREGATE LIABILITY OF BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you. Mobile Banking is not covered by the Bank's Online Banking Guarantee, including Mobile Banking for customers who are also enrolled in our online banking service.

### **Indemnification**

You agree to indemnify, defend, and hold the Bank and its affiliates, officers, directors, employees, consultants, agents, Mobile service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

### **Entire Agreement**

This Agreement, as it may be amended from time to time, together with any other disclosures or documents provided to you about your Mobile Banking services and Accounts, contains the entire agreement between you and supersedes any other or oral communications and previous agreements, if any, with regard to Mobile Banking.

### **Governing Law**

Any Account will continue to be governed by the laws described in the Account agreement. This Agreement will be construed and interpreted in accordance with federal law applicable to Mobile Banking and to the extent not superseded by federal law, the laws of the state without regard to conflict-of-law rules.

*Casey State Bank Bookkeeping Department  
P.O. Box 337, 305-307 N. Central Ave.  
Casey, IL 62420 Phone: 1-866-666-2754  
Business Days: Monday through Friday Excluding Federal Holidays*