

# MOBILE BANKING AGREEMENT & DISCLOSURE

## STATE BANK OF CROSS PLAINS

### ELECTRONIC NOTICE DISCLOSURE AND AGREEMENT for SBCP MOBILE BANKING:

Before enrolling in our Mobile Banking Service (the "Service"), you must provide us with your consent to deliver documents relating to the Service (including records, notices, disclosures and agreements) to you electronically. Such documents contain the terms and conditions that will govern the Service, among other information. By enrolling in the Service and using the Service thereafter, you agree to the Mobile Banking Service Terms and Conditions (the "Terms and Conditions"), which will be made available to you at the time of your enrollment. You may also view the Terms and Conditions through our ebank portal by following the link to the disclosures page. We will continue to deliver notices and disclosures to you electronically until the Service is terminated or you revoke your consent.

### Unless otherwise required by law, we may deliver future notices and disclosures to you electronically:

- to your email;
- by posting the information on our Online Banking Website and sending you a notice to your postal address or email (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it; or
- to the extent permitted by law, by posting the information on our Website.

You have the right to withdraw your consent to receive information from us electronically and may exercise such right by calling us at 608-798-5265, or writing to us at State Bank of Cross Plains, 1205 Main Street, Cross Plains, Wisconsin 53528.

If your email address or Mobile Device number to which we will be sending information relating to the Service should change in the future, you must update the Options tab within our Online Banking application with your new contact information, or notify us in writing. If you do not update your contact information in our records, you may not receive the information delivered by us. We will not be liable to you for your failure to update your contact information in our records. To view the disclosures, agreements and required notices on your Mobile Device, you will need a Mobile Device as defined in the Mobile Banking Services Terms and Conditions. To access, view, print and retain the disclosures, agreements and required notices we make available to you, you will need the following:

[www.sbcpr.bank](http://www.sbcpr.bank)



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- An active State Bank of Cross Plains online banking account;
- A personal computer with connections to the internet capable of receiving, accessing, displaying, and either printing or storing statements received in electronic form from State Bank of Cross Plains;
- A current version of computer operating software and internet browser (Internet Explorer is recommended);
- Internet browser that supports 128 bit encryptions;
- A valid email account; and
- Adobe Acrobat® Reader®.

We reserve the right to deliver any information relating to the Service to you by regular mail to your most recent address reflected in our records.

By clicking the "I Accept the terms and conditions" box, you consent to the receipt of the above agreements, disclosures and notices electronically.

By not accepting the terms and conditions, you do not consent to the receipt of the above agreements, disclosures and notices electronically

### Mobile Banking Service Terms and Conditions

Thank you for using the Mobile Money Services ("Services") and any related Software ("Software") provided by State Bank of Cross Plains, ("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 billpay 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.

1. Defined Terms. As used in the Terms and Conditions, the following capitalized terms shall have the meaning ascribed to them:

- "Account" means your deposit and loan accounts with us including but not limited to: checking, savings, money market, certificate of deposit, lines of credit, and certain other loan products. "Account" does not include credit cards with our name or logo appearing on it.
- "Business Day" means Monday through Friday, excluding federal holidays.
- "Daily Balance" or "Daily Ending Balance" means the Account balance as of the end of the previous Business Day, excluding Pending Transactions.
- "Financial Institution" means State Bank of Cross Plains or ("we", "us", "our" or "bank")
- "Mobile Device" means a mobile device which is capable of accessing the Service by using an app, such as an Android®, iPhone®, Blackberry® RIM® device or any type of tablet device.
- "Pending Transactions" means the electronic transactions which have not been posted but which have been transmitted to us.
- "Processing Date" means the Business Day on which your Account is debited or credited.

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## 2. Functions.

Using the Service with your Mobile Device, you can:

- a. View Account and transaction information.
- b. Deposit checks remotely through your mobile device. Terms and conditions specifically applicable to mobile deposit are contained in Exhibit A to these Terms and Conditions.
- c. Transfer funds among your Accounts, which include transferring funds from a line of credit to a deposit Account and making payments to a loan Account.
- d. Set up Account alerts to be sent to your Mobile Device.
- e. If you also sign up for our Online Bill Pay Service, and your Mobile Device and Mobile Device carrier support the function, you will have the ability to pay bills from your checking or money market account to parties you have identified in our Online Bill Pay Service.

NOTE: Some of the above functions may not be available for all Mobile Devices and/or Mobile Device carrier plans.

## 3. Other Agreements.

The Service is another means of accessing certain Accounts you have with us as well as conducting certain transactions with respect to those Accounts through the use of your Mobile Device. You agree that when you use the Service, you will remain subject to the terms and conditions of all your existing agreements with us, including but not limited to, the Terms and Conditions of your Account, the eBank Agreement, and the Terms and Conditions of the Online Bill Pay Service, if applicable, and that the Terms and Conditions do not supersede any of those agreements, except as specifically provided herein. In the event of a conflict between the Terms and Conditions and the other agreements between you and us, the Terms and Conditions control concerning your use of the Service.

## 4. Service Availability.

- a. We will attempt to make the Service available on a continuous basis. Maintenance requirements, however, whether scheduled or emergency, may result in system unavailability from time to time. We will try to conduct scheduled maintenance during non-peak hours. Service accessibility may also be interrupted due to conditions beyond our control, including outages in internet or cellular service. If this occurs, we will attempt to re-establish the Service as quickly as possible, but in no event will we be liable to you for interruptions in the Service due to conditions beyond our control.
- b. Financial information obtained using the Service reflects the most recent Account information available through the Service and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

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## 5. Hardware and Software Requirements.

To use the Service, you will need a compatible and supported Mobile Device, which you are responsible for providing. The Mobile Device that you use may be subject to unauthorized tracking or other manipulation due to "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your software and hardware is at your own risk. The Service may not be available through all mobile service providers or carriers, and some mobile phones and other wireless devices may not be supported by the Service. We do not guarantee the functionality, compatibility, or availability of the Service with any Mobile Device.

## 6. Security and Use.

- a. We reserve the right to take action at any time to protect the Service, our systems and information, including denying you access to the Service in whole or in part.
- b. We will attempt to secure the Service to prevent, among other things, access by unauthorized persons and the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third-parties.
- c. You agree to immediately notify us of any unauthorized use of the Service or any other breach of security known to you and you shall cooperate with us in investigations and other actions taken with respect to the same.
- d. We make no representations or warranties that the Services will be available for use in locations outside of the United States and accessing the Service from locations outside of the United States is at your own risk.
- e. Anyone using your Mobile Device and your password can access your Account and have full access to the Service in the same manner as you can. If anyone uses your Mobile Device and/or password with or without your permission, you will be responsible for any transactions performed by that person with respect to your Account. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Service. You agree to keep your Mobile Device and password safe, confidential and secure, not to record the password or otherwise disclose or make the password available to anyone other than authorized users of your Account.

## 7. Your Obligations.

You accept responsibility for making sure that you know how to properly use your Mobile Device, the Service and the Software and we will not be liable to you for any losses caused by your failure to properly use your Mobile Device, the Service or the Software.

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## 8. Mobile Device Carrier.

- a. You acknowledge and agree that your use of the Service may also be subject to agreements you have with third party service providers, such as your Mobile Device carrier, and that the Terms and Conditions do not amend or supersede any of those agreements. You further acknowledge and agree that those agreements may contain requirements and limitations, including your responsibility for fees and charges, which may impact your use of the Service. You agree that you are solely responsible for all such fees, service charges, limitations and restrictions.
- b. Only your Mobile Device Carrier is responsible for its products and services. You agree to resolve any problems with your Mobile Device carrier directly with such carrier without involving us.
- c. We assume no responsibility for the operation, security, functionality or availability of any wireless device or mobile network which you utilize to access the Service.

## 9. Indemnification.

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold us, our affiliates, employees and agents, harmless from 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 the Service, your violation of any of the Terms and Conditions or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.

## 10. Restriction on Use.

- a. You agree that Service is for personal use only. You agree not to resell or make commercial use of the Service.
- b. You may transfer funds through the Service in any amount, subject to funds availability. Transfers from a money market or savings account to another account or to third parties by check, preauthorized, automatic, telephone or computer transfer, debit card or similar order are limited to six (6) withdrawals per statement period. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.

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## 11. Disclaimer of Liability and Warranties.

The Service makes use of a private network, intended for authorized users only. We have confidence in the security measures we employ; however, this is not an invitation for individuals to attempt unauthorized access. YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY FOR YOUR USE OF THE SERVICE. WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, WHETHER AUTHORIZED OR UNAUTHORIZED, OF THE SERVICE AND WE FURTHER DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO YOUR USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 12. Our Liability for Failure to Process Funds Transfer.

We strive to make all of your funds transfers according to your instructions. Notwithstanding the foregoing, we will incur no liability to you if we are unable to complete any transfer initiated by you through the Service because of the existence of any one or more of the following circumstances:

- a. If the funds transfer would exceed (i) the maximum permitted funds transfer amount or exceed your Ledger Balance, or (ii) the amount available for your use on your line of credit after taking into account your Daily Balance or Daily Ending Balance.
- b. If your Account has been re-titled, closed, blocked for security reasons, or subject to legal process or other encumbrances restricting the transfer.
- c. If the funds transfer processing center is not working properly, and you know or have been advised by us about the malfunction before you execute a transaction.
- d. If circumstances beyond our control (such as, but not limited to, fire, flood, system failure or interference from an outside force) prevent the proper execution of the transaction, and we have taken reasonable precautions to avoid those circumstances.
- e. If you have not properly followed the instructions for using the Service.
- f. If your Mobile Device or operating system is not properly installed or functioning properly.
- g. For errors or failures due to malfunctions attributable to your browser, your internet service provider, your Mobile Device carrier, a computer virus or other problems relating to the computer or Mobile Device you use with the Service, including, without limitation, your inability to access the Service or any part of the Service.
- h. For circumstances identified elsewhere in the Terms and Conditions or in our other agreements with you.

Provided none of the foregoing exceptions apply, if we cause an incorrect amount of funds to be removed from your Account, we will be responsible for returning the improperly transferred funds to your Account. If we cause funds from your Account to be directed to an incorrect payee, you agree to help us recover such funds.

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NOTWITHSTANDING ANY OTHER PROVISION IN THE TERMS AND CONDITIONS, UNLESS OTHERWISE PROHIBITED BY LAW, THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO FAILED FUNDS TRANSFERS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE SERVICE.

### 13. Your Liability.

Tell us AT ONCE if you believe your Mobile Device and/or password has been lost, stolen or made available to a person that you have not authorized to access your Account, or if you believe that an electronic fund transfer from your Account has been made without your permission. Please contact us immediately by telephone or in writing. Telephoning is the best way of keeping your possible losses down. Contact us by phone at (608)401-4716 or write to us at State Bank of Cross Plains, 1205 Main Street, Cross Plains, Wisconsin 53528.

You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or stolen Mobile Device and/or password, you can lose no more than \$50 if someone used your Mobile Device and/or password without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your Mobile Device and/or password, and we can prove we could have stopped someone from using your Mobile Device and/or password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by access device, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the first statement on which the problem or error appeared was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### 14. Error Resolution.

In Case of Errors or Questions About Your Electronic Transfers contact us by phone at (608) 401-4716 or write us at State Bank of Cross Plains 1205 Main Street, Cross Plains, Wisconsin 53528, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number (if any).
- Describe the error or the transfer 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 dollar amount of the suspected error.

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If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (5 Business Days if involving a Visa transaction or 20 Business Days if the transfer involved a new account) 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) days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days (5 Business Days if involving a Visa transaction or 20 Business Days if the transfer involved a new account) for the amount you think is in error, so that you will have the 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.

An Account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### 15. Account Information Disclosure.

We may disclose information to third-parties about your Account(s) or the transactions you make:

- To process your transactions
- To maintain your account
- To respond to court orders and/or legal investigations
- To report to credit bureaus
- In compliance with applicable laws, rules and regulations.

Note: The circumstances under which we may provide information about your Account(s) to affiliates and/or third parties are set forth in our current privacy notice. You may request a paper copy by writing to us at State Bank of Cross Plains, 1205 Main Street, Cross Plains, Wisconsin 53528.

#### 16. Third-Party Service Providers.

You understand that support and services relating to the Service are provided by third-party service providers, and you authorize us to contract with third-parties to provide such support and service.

#### 17. Information Authorization.

In order to facilitate provision of the Service to you or to investigate fraud related to the Service, it may be necessary to obtain additional information from other financial institutions, consumer credit reporting companies or merchants. By enrolling in and using the Service, you agree that we have the right to request a review of your credit rating at our expense through an authorized bureau. In addition, you authorize us to obtain information regarding your Service-related transactions from a merchant or other payee to resolve payment-pending problems.

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## 18. Provision of Phone Number.

By providing us with the cellular telephone number to your Mobile Device, you expressly consent to receiving communications at that number from us and our agents. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls and/or calls made by an automatic telephone dialing system. Note: If you do not want to be called for marketing purposes, ask to be added to our internal do-not-call for marketing list.

## 19. Fees.

If applicable to your account, you agree to pay the fees associated with the Service in accordance with our current fee schedules and disclosures as established by us from time to time. We may automatically deduct any fees from an eligible account even if they create an overdraft and we may assess appropriate overdraft fees.

Note: Please refer to our current Account Fees and Options brochure for fee information related to any of our services.

## 20. Electronic Record Consent and Your Right to Obtain Paper Copies.

You consent to receive electronic records that may be required to be made available during the course of your relationship with us with respect to the Service. You have a right to withdraw the consent to receive electronic records by notifying us in writing at State Bank of Cross Plains, 1205 Main Street, Cross Plains, Wisconsin 53528. You have a right to obtain electronic records in paper form, upon request. You may obtain a paper copy of an electronic record by contacting us by phone at (608) 401-4716. We will charge fees identified in our current Account Fees & Options brochure which may be amended by us from time to time.

## 21. Periodic Statements.

Any activity on your Account conducted through the Service will appear on your periodic Account statement.

## 22. Notification of Change in Name, Address or Mobile Device.

You agree to notify us promptly in writing of any change to your name, address (including email address) or Mobile Device. You should send such notifications to us at State Bank of Cross Plains, 1205 Main Street, Cross Plains, Wisconsin 53528.

## 23. Assignment.

You may not assign your rights and obligations under the Terms and Conditions to any other party. We may assign our rights and obligations under the Terms and Conditions to our successor-in-interest or to any, directly or indirectly, affiliated company without your consent.

## 24. No Waiver.

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

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## 25. Termination or Discontinuation.

We may modify, suspend or terminate your use of the Service and may reject any transaction, at any time, without prior notice to you or liability to you. In the event we terminate the Service, we will try to notify you in advance but are not required to do so. Any authorized person on your Account may terminate the Service. To stop delivery of messages to your Mobile Device, you must opt out of the Service. To opt out of the Service by SMS, send a text message with the word "STOP" to 96924. You will receive a one-time opt-out confirmation text message. After that, you will not receive any future messages. Neither termination nor discontinuation of the Service shall affect your liability or obligations under the Terms and Conditions.

## 26. Processing Date for Funds Transfers.

We can process a funds transfer on the same Business Day as your instructions if we receive your instructions before our banking cut-off time. If we receive your instruction after the banking cut-off time, we will process the transaction on the next Business Day. For purposes hereof, the banking cutoff time is 6:00 p.m. CST for transfers between any of the following Accounts: checking, savings, money market, certificate of deposit, installment loan, line of credit, or mortgage loan. We may change the cutoff time, from time to time and will notify you of such change if required by law.

## 27. Overdrafts.

When you initiate a funds transfer using the Service, you authorize us to withdraw the necessary funds from your Account. We debit the amount of your funds transfer on the Business Day you instruct us to process the funds transfer. Each instruction to us to withdraw or transfer from an Account is an order to us to pay the specified amount of funds from that Account on the specified Processing Date. We may charge funds transfers against the Account even though the charge creates an overdraft or constitutes a draw against unavailable funds. If you overdraw your Account, you agree to immediately pay us the overdrawn amount together with any applicable fees. If the Account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that Account, rather than the Terms and Conditions. Please refer to the Terms and Conditions of your Account and Account Fees and Options brochure for further information.

## 28. Governing Law.

The Service is governed by applicable clearinghouse rules, state laws, federal laws and regulations (in each case to the extent that such have not been varied by this Agreement). The Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin.

## 29. Headings.

Headings are used for reference purposes only and shall not be deemed part of the Terms and Conditions.

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### 30. Miscellaneous.

Android® is a trademark of Google Inc. iPhone® is a registered trademark of Apple Inc. Blackberry® and RIM® are registered trademarks of Research in Motion Limited. All trademarks, service marks and trade names referenced in the Terms and Conditions are the property of their respective owners.

#### EXHIBIT A

#### Terms and Conditions for Mobile Deposit Service

##### Mobile Deposit Service.

The mobile deposit service allows you to make deposits of the electronic image of a check (an "Item") to your checking, savings or money market accounts held with us by capturing an electronic image of the Item with the mobile device (such as a camera on your mobile device) and submitting images and associated information to us for processing.

##### Eligible Items.

You agree that you will not use the mobile deposit service to deposit any of the following Items:

1. Items payable to any person or entity other than you;
2. Items drawn on a financial institution located outside the United States;
3. Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent; or
4. Items prohibited by our current procedures relating to the mobile deposit service or which are otherwise not acceptable under the terms of your checking, savings or money market account.

##### Image Quality and Duplicate Deposit.

The image of an Item transmitted using the mobile deposit service must be legible and clear. It must not be altered. It must capture all pertinent information from both sides of the Item. Image quality must comply with industry requirements established and updated by the American National Standards Institute, Federal Reserve Board and any other regulatory agency.

##### Endorsement.

You agree to properly endorse all Items captured and submitted using the mobile deposit service.

##### Processing Time and Availability of Funds.

If we receive the image of an Item for deposit on or before 6:00 p.m. Central Time on a Business Day, we will consider that day the day of deposit. If we receive the image of an Item for deposit after 6:00 p.m. Central Time or on a weekend or on a non-Business Day, we will consider the next Business Day as the day of deposit. Funds from Items deposited through the Service will be made available to you pursuant to our Funds Availability Policy.

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### Disposal of Transmitted Items.

You agree to safeguard and keep the original Item for 15 Business Days after you have transmitted the Item. After 15 Business Days following the deposit using the mobile deposit service, if you have verified that the funds have been credited to your Account, you agree to mark the item as "VOID" and properly dispose of it to ensure it is not presented for deposit again.

### Restrictions and Limitations.

You agree:

1. only Items that originated as paper Items and no third party or electronic checks may be deposited using the mobile deposit service;
2. after you submit an Item for deposit using the mobile deposit service you will not redeposit or otherwise transfer or negotiate the original Item;
3. not to deposit Items into your Account unless you have authority to do so;
4. the total aggregate amount of all deposits using the mobile deposit service will not exceed \$ 10,000 each day.
5. not to deposit any single item that exceeds \$5,000;
6. after you submit an Item for deposit you are solely responsible for the storage or destruction of the original Items;
7. the electronic image of the Item will become the legal representation of the Item for all purposes; and
8. any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn.

### Minimum Hardware and Software Requirements.

In order to use the mobile deposit service, you must obtain and maintain, at your expense, compatible hardware and software as specified by us, including an Internet enabled mobile device as specified by us.

### Fees.

If applicable to your account, you agree to pay the fees associated with the Service in accordance with our current Account Fees and Options as established by us from time to time. We may automatically deduct any fees from an eligible account even if they create an overdraft and we may assess appropriate overdraft fees.

### Eligibility, Termination and Changes.

You will be automatically enrolled to use the mobile deposit service once you enroll in our Mobile or Tablet application. We have the right to suspend or terminate the mobile deposit service at any time if you do not follow the terms and conditions of the service. We also reserve the right to change the mobile deposit service at any time.

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#### Errors.

You agree to notify us of any suspected errors related to your deposits through the mobile deposit service immediately and no later than thirty (30) days after the applicable Account statement is provided.

#### Interruptions.

The mobile deposit service is provided for your convenience and does not replace your monthly Account statement, which is the official record of your Account. The mobile deposit service may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions or negative impacts to the mobile deposit service and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

#### Indemnification.

Notwithstanding any other provision contained herein, you agree to indemnify, defend and hold us harmless from and against any claims, losses, liability, cost and expenses (including reasonable attorneys fees) arising from your use of the mobile deposit service. This obligation survives termination of this Agreement.

State Bank of Cross Plains is a Member FDIC and an Equal Housing Lender.

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#### Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for State Bank of Cross Plains 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](http://apple.com/support)). Fingerprints are stored on your device only and State Bank of Cross Plains 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 State Bank of Cross Plains Mobile Banking. State Bank of Cross Plains 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 State Bank of Cross Plains Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for State Bank of Cross Plains Mobile Banking is only available on compatible iOS devices.

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## 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 State Bank of Cross Plains 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 State Bank of Cross Plains 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 State Bank of Cross Plains 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, State Bank of Cross Plains, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

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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.

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## State Bank of Cross Plains 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 State Bank of Cross Plains 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 State Bank of Cross Plains 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 State Bank of Cross Plains 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. State Bank of Cross Plains 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 State Bank of Cross Plains 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.

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Alerts via Text Message. To stop Alerts via text message, text "STOP" to 96924 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 State Bank of Cross Plains 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 96924. In case of questions please contact customer service at 608-798-5265. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. State Bank of Cross Plains 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 State Bank of Cross Plains's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold State Bank of Cross Plains, 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.

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Privacy and User Information – Data Analytics.

You acknowledge that in connection with your use of Mobile Banking, State Bank of Cross Plains 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. State Bank of Cross Plains 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.

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## Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for State Bank of Cross Plains 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 State Bank of Cross Plains 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 State Bank of Cross Plains Mobile Banking. State Bank of Cross Plains 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 State Bank of Cross Plains Mobile Banking.

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