

## All Data Terms Of Service

Our unique service (the "Service") enables you to bring together, in one convenient location, as many of your accounts and financial relationships as you wish. This Service is accessed through the online and mobile app digital banking platform. Please take a few minutes to read this User Agreement (referred to throughout as the "Agreement"). Lake Ridge Bank ("We", "Us", or the "Bank") has licensed the Service from CashEdge Inc. and is making the Service available to you. This Agreement is between you and the Bank. CashEdge Inc is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

Any reference to the Bank in this Agreement includes any directors, officers, employees, contractors, agents, service providers or licensees of Lake Ridge Bank. As used in this document, the words "I", "you" and "your" refer to the party accepting this Agreement. When you're ready, click the "Accept" button to start enjoying the convenience of the Service. In order to use the Service, you must use the digital banking Service. The terms and conditions of this Agreement are incorporated with and into the Digital Banking Agreement between you and the Bank. In the event of conflict between the Digital Banking Agreement or any other agreements related to your accounts at the Bank and this Agreement, this Agreement will prevail.

### **Acceptance of Terms**

When you click on the "Accept" button, you agree to accept the terms and conditions (the "Terms") of this Agreement, including any amendments to the Agreement or changes in the Terms. If you do not accept and agree to all of the Terms, you will not be entitled to use the software and Services. The Bank reserves the right to change the Terms under which the Services are offered in its sole discretion at any time; however, the Bank will notify you of any material changes to the Terms. In most cases, you will receive notice on-line the next time you log in; however, we reserve the right to notify you by email or conventional mail, at our discretion. You agree that if you continue to use the Services after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. You can review, download and print the most current version of this Agreement at any time by clicking Disclosures. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Services, you can unsubscribe by contacting us through the online chat or writing to us at Lake Ridge Bank, Attn: Customer Support, 6430 Bridge Rd, Monona, WI 53713 or by calling us at (608) 223 - 3000. Once your account with the Bank has terminated for any reason, you will have no further right or access to use the Service. To use the Service, you must be at least eighteen (18) years old and have an email address.

### **Privacy and Security Policy**

We regard your privacy and security with the utmost importance and are absolutely committed to safeguard any information that you share with the Bank. In order to provide the Service, the Bank must obtain from your

certain personal information regarding your accounts and financial relationships. The Bank shall collect only such information as you knowingly provide to us or specifically authorize us to obtain on your behalf. Our priority is to keep this information secure and to use it only as you authorize us. The Bank will request personal financial information from you only at the time you register. This information is necessary to create your user profile, which allows you to access the Service. You may access, review and update your personal and account information at any time by clicking on Profile.

In order to enable the Bank to provide the Service, we will ask you to provide information needed to access your Third-Party Accounts, as defined below. The Bank will use this information only on your behalf and to carry out your instructions.

All of your personal and financial information will be placed on a secure portion of the Service. We may use any persistent "cookies" on the browser to store any personal information. We have multiple levels of security that have been designed especially for us. For more information, please see our Digital Banking Agreement under Password and Security. A complete statement of our Privacy Notice can be found under our Privacy Policy.

### **User Content**

Subject to the Privacy Notice described above, you agree that the Bank may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to us in order to provide the Service, and you hereby give the Bank a license to do so. By submitting Content, you represent that you have the right to license such Content to the Bank for the purposes set forth in this Agreement.

### **Third Party Accounts**

You understand and agree that, in order to provide the Service, it is necessary for us to access third party websites and data bases containing information regarding your accounts and financial relationships as designated by you ("Third Party Accounts"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize the Bank to access such Third-Party Accounts to retrieve such Content as requested or authorized by you, or for any other purpose authorized by this Agreement. You warrant and represent that the information you are providing us with is true, correct and complete. You represent and warrant to the Bank that you have the right to authorize and permit us access to your Third-Party Accounts, you assure us that by disclosing the information to us and by authorizing us to use such information to access your Third-Party Accounts, you are not violating any third-party rights. You hereby authorize and permit the Bank to use Content and other information submitted by you to the Bank (such as account passwords and usernames) to accomplish these purposes and to configure the Service to be compatible with the Third-Party Accounts.

For as long as you are using the Service, you give to us a limited power of attorney and appoint the Bank as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the Third Party Accounts, retrieve Content, and use your Content, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Service, as fully to all intents and purposes as you might or could do in person. Once the Bank has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by the Bank in good faith before it has actual knowledge of termination by you shall be deemed to be authorized by you. To notify us that you wish to discontinue using the Service, you can contact us through the Online Chat platform or write us at Lake Ridge Bank, Attn: Customer Support, 6430 Bridge Rd, Monona, WI 53713 or by calling us at (608) 223 - 3000 as provided in this Agreement.

You understand and agree that at all times your relationship with each Third-Party Account provider is independent of us and your use of the Service. The Bank will not be responsible for any acts or omissions by the financial institution or other provider of any Third-Party Account, including without limitation any modification, interruption or discontinuance of any Third-Party Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE ACCESSING AND RETRIEVING INFORMATION FROM THE THIRD PARTY ACCOUNTS, THE BANK IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. YOU AGREE THAT THE BANK, ITS AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY UPON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT THE BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) THE BANK'S ACCESS TO THE THIRD PARTY ACCOUNTS; (2) THE BANK'S RETRIEVAL OF OR INABILITY TO RETRIEVE INFORMATION FROM THE THIRD PARTY ACCOUNTS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN CONTENT RETRIEVED FROM THE THIRD PARTY ACCOUNTS AND (4) ANY CHARGES IMPOSED BY THE PROVIDER OF ANY THIRD PARTY ACCOUNT.

### **Securities Quotations**

IN ORDER TO UPDATE THE VALUE OF YOUR ASSETS AS SHOWN TO YOU, WE WILL ACCESS YOUR THIRD-PARTY ACCOUNT. THE BANK MAKES NO REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY PRICE QUOTES, NOR DOES THE BANK MAKE ANY REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES AS TO THE PRESENT OR FUTURE VALUE OR SUITABILITY OF ANY SALE, TRADE OR OTHER TRANSACTION INVOLVING ANY PARTICULAR SECURITY OR ANY OTHER INVESTMENT. IN ADDITION, THE BANK MAKES NO REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES THAT ITEMS ACCESSED OR VIEWED THROUGH THE SERVICE ARE FDIC-INSURED.

## **Electronic Communications**

The Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information (" Communications ") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any client service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although the Bank reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not wish to receive this Agreement or the Communications electronically, you may not use the Service.

You agree to promptly update your registration records if your email address or other information changes. You may update your records, such as your email address, under Profile. You must also update any login information required to access Third Party Accounts. If you do not update your registration records promptly, the Service may not capture updated information, including updates information related to your Third-Party Accounts.

Communications may be posted on the pages of the Service website and/or delivered to the email address you provide. All electronic Communications sent by email will be deemed to have been received by you when we send it to you, whether or not you received the email. If the Communication is posted on the Service, then it will be deemed to have been received by you no later than five (5) business days after the Bank posts the Communication on the pages of the Service, whether or not you retrieved the Communication. An electronic Communication by email is considered to be sent at the time that it is directed by the Bank's email server to the appropriate email address. An electronic Communication by posting to the pages of the Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

## **Hardware and Software Requirements.**

In order to access and retain Communications, you must have:

- Internet access with one of the latest version(s) of a 128-bit encrypted browser such as Chrome, Firefox, Safari, Edge, etc. or a mobile device with the latest operating system (os). A list of the current supported browsers can be found at [www.lakeridge.bank](http://www.lakeridge.bank) under FAQ.

- An email account and email software capable of reading and responding to your email.
- A computing platform with hardware that supports these requirements, and software capable of rendering portable document format reader (.pdf) files.

### **Proprietary Rights**

You acknowledge and agree that we and/or CashEdge Inc. own all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Service or technology.

### **No Unlawful or Prohibited Use**

As a condition of using the Service, you warrant to the Bank that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

### **Service Changes and Discontinuation**

The Bank may modify or discontinue the Service or your account with the Bank with or without notice, without liability to you, any other user or any third party. We reserve the right to terminate your account or the Service at any time and for any reason, including without limitation if the Bank, in its sole judgment, believes you have engaged in conduct or activities that violate any of the Terms or the rights of the Service, or if you provide us with false or misleading registration information or interfere with other users or the administration of the Service.

You may terminate your access to the Service at any time by contacting us through the Online Chat or writing to us at Lake Ridge Bank, Attn: Customer Support, 6430 Monona Dr, Monona WI 53713 or by phone at (608) 223-3000.

Once you terminate your access to the Service for any reason, you will have no further right or access to use the Service, and we will not access your Third-Party Accounts thereafter for any reason.

### **Links to Third Party Sites**

The Service may contain links to other websites ("Linked Sites"). Such links are provided solely as a convenience for you. While we will attempt to select and provide links to Linked Sites that it believes may be of interest to its clients, the Bank does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that the Bank, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.

### **Limitation of Warranty and Liability**

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS-IS." WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE SERVICE, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE THIRD PARTY ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE THIRD PARTY ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF THE BANK HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnification**

You agree to indemnify, defend and hold harmless the Bank, its affiliates, partners, officers, directors, employees, service providers, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the Service, our reliance on

the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity.

### **Miscellaneous**

You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content, and the Third-Party Accounts linked to the Service; and that you may rightfully authorize us to access the Third-Party Accounts. You understand that we are not responsible or liable if your financial institution's or any other provider of Third-Party Accounts system "goes down" or if they have any system failures and we are unable to retrieve information on your behalf.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. The Bank's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of the Bank's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears in Disclosures, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of Bank's rights waived, only if the Bank agrees in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by us. All notices to you shall be in writing and shall be made either via email, conventional mail or messages delivered through the Service, at the Bank's discretion. All notices to us must be made in writing and sent to the Bank though the Online Chat or mailed to Lake Ridge Bank, Attn: Customer Support, 6430 Monona Dr, Monona WI 53713 or by phone at (608) 223-3000. This Agreement is personal to you and you may not assign it to anyone.

If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to its conflict of law's provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall take effect immediately upon acceptance of this agreement.