

Nekoosa Port Edwards State Bank Service Agreement for Online Banking

Electronic Disclosure and Consent

You agree to receive the Nekoosa Port Edwards State Bank Service Agreement for Online Banking electronically. The Service Agreement contains the terms that govern your use of Nekoosa Port Edwards State Bank's Online Banking Internet and Bill Pay Service, Mobiliti Service (Mobile Banking and Mobile Deposits), and P2P Payments (Person to Person), collectively referred to as the "Services." You may use the Services to access your Eligible Accounts. You also agree to receive all changes and updates to this Service Agreement and all disclosures, notices, and other communications regarding the Services electronically. You are deemed to have received any electronic communication provided to you when they are made available to you. You can request paper copies of any of these documents by calling **1-715-886-3104** or sending an e-mail to **support@NPESB.bank**.

After you have enrolled in the Services, you can withdraw your consent to future electronic receipt of documents by calling **1-715-886-3104** or sending an e-mail to **support@NPESB.bank**. However, withdrawing your consent means you will no longer be able to access the Service or Services.

1. **GENERAL.** The Service Agreement applies to Online Banking, Bill Payment Service, Mobiliti Service, and P2P Payments. "**You**" and "**your**" mean each person agreeing to, using, or accessing the NPESB's Online Banking Services. "**Us**," "**we**," and "**our**" mean the Nekoosa Port Edwards State Bank, its affiliates, and their successors and assigns. The Service Agreement and the Services are also subject to other agreements between you and us including, but not limited to, Terms and Conditions of Your Account, Funds Availability Policy, EFT Agreement (for consumers only), and Privacy Policy. In case of conflict, the Service Agreement will supersede all agreements.
2. **ELIGIBLE ACCOUNTS.** Eligible Accounts include, but are not limited to, Checking Accounts, NOW Accounts, Money Market Accounts, Savings Accounts, Certificate of Deposits, IRAs, Mortgage Loans, Lines of Credit, Installment Loans, and Business Loans you maintain with Nekoosa Port Edwards State Bank. Eligible Accounts for Bill Payment include Nekoosa Port Edwards State Bank checking accounts only. Deposit and loan accounts that have a common signer for withdrawals or a common borrower may be linked for access purposes. Any signer acting alone will be authorized to access a linked account. *(An account that requires two signatures for withdrawals may not be an Eligible Account.)* Additionally, each Eligible Account and Service will be subject to the terms or instructions appearing on a screen when using a Service, Nekoosa Port Edwards State Bank's rules, procedures and policies applicable to each Eligible Account and each Service, the rules and regulations of any funds transfer system used in connection with a Service, and applicable State and Federal laws and regulations.
3. **ACCESS TO ELIGIBLE ACCOUNTS.** You authorize Nekoosa Port Edwards State Bank to provide access to some or all Eligible Accounts through the Services. For each Eligible Account to which access is provided, you may request removal of such access by calling **1-715-886-3104** or sending an e-mail to **support@NPESB.bank**. You may access all Eligible Accounts at the Nekoosa Port Edwards State Bank Services via a link on our website: <https://www.NPESB.bank> ("**Website**") to obtain balances, transaction history, and other information. To access an Eligible Account or use a Service you must have a User ID, password, and the required hardware and software. Subject to this and all other agreements, you will generally be able to access your Eligible Accounts through the Services seven days a week, 24 hours a day. At certain times, the Services may not be available due to system maintenance or circumstances beyond our control. During these times you may use our "Bank 24" Telephone Banking Service at 1-877-766-6595 or contact the Bank at **1-715-886-3104** to obtain information about your Eligible Accounts.
4. **TYPES OF SERVICES.**
 - a. **Online or Mobile Banking:**
 1. **Funds Transfers.** You may use Online or Mobile Banking to perform unlimited transfers between Eligible Accounts. For transfers or withdrawals from a savings or money market, you will be charged a fee per each additional transfer or withdrawal over six in a calendar month. All Online or Mobile Banking transfer requests must be scheduled before 6 p.m. CST to be effective the current business day. All Online or Mobile Banking transfer requests scheduled after 6 p.m. CST will be effective the next business day. If the transfer date is not a business day, we will process the transfer on the next business day. (Business days are Monday through Friday; except Federal holidays we observe.)
 2. **Balance Inquiries.** You may use Online or Mobile Banking to check the available balances as well as other account information on your Eligible Accounts.
 3. **Account Services.** You may use Online or Mobile Banking to view copies of checks and deposit account transaction history, place Stop Payments on checks, and download your account information to personal management software. The Bank determines at its sole discretion the types of personal financial software that may be used in Online or Mobile Banking. You are solely responsible for the cost of obtaining and maintaining the software and for downloading transaction data on a timely basis. Transaction history is generally available for 12 months depending on the date of the last account statement. You will not be notified prior to the purging of transaction data. The Bank cannot restore transaction history to the Service once purged.
 - b. **Bill Payment/Make a Payment:**
 1. **Make a Payment or Schedule Many Payments.** Make one or more payments now or in the future. You can schedule them at your option.
 2. **Recurring Payments.** "Recurring Payments" are sent automatically on an on-going basis. You can set up payment parameters: frequency, amount, and timing.
 - c. **P2P Payment (Person to Person).**
 - d. **Mobile Deposit Capture (Mobiliti Only)**
5. **BILL PAYMENT SERVICES.** Our Bill Payment services are available to you free of charge as an active user of the services. To remain active, schedule at least one payment within a four-month period. If the Bill Payment service has not been used within a four-month period, the user will enter an inactive status and unenrollment may occur. You authorize us to follow your payment instructions. The date the payment is sent is called the "Payment Date" or "Transmit Date." When we receive a payment instruction (for the current or a future date), we will transfer funds to the Payee on your behalf from the Available Funds in your Bill Payment Account on the Payment Date. If the Payment Date is not a business day, we will process the payment on the next business day. (Business days are Monday through Friday; except Federal holidays we observe.) There will be a delay between the Payment Date and the date the Payee receives that payment. The date a Payee credits a payment depends

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upon the Payee's payment processing procedures and any specific requirements for payments, as well as delays in receiving a payment. We will not be responsible for (a) delays in crediting payments by a Payee that are a result of these procedures, (b) your failure to follow a Payee's Payment requirements, (c) your failure to schedule a proper date for payment sufficiently in advance of the date a payment is due, (d) delays in any mail service, or (e) other exceptions stated in this Service Agreement. Any payments made through the Bill Payment Service require sufficient time for your Payee to receive your payment and to credit your account properly. To avoid incurring finance or other charges, you must schedule a payment sufficiently in advance of the due date of your payment. Please schedule payments in accordance with the payment rules that are displayed on the "Payment Center" screen. (Schedule payments at least six full business days prior to the date the payment is due at the Payee for check payments and two full business days for electronic payments.) For scheduling purposes, your first business day is the business day after your scheduled Payment Date. Payments must be scheduled before 9 p.m. CST to be effective the same business day. You may pay anyone approved by Nekoosa Port Edwards State Bank for payment through the Bill Payment Service. You must provide enough information about a Payee to permit us to properly direct a payment and permit the Payee upon receipt of a payment to identify you as the payment source. By furnishing us with the names of your Payees and their addresses, you authorize us to follow the payment instructions to these Payees that you provide us via the Service. You may set up unlimited Payees in the Service. Bill Payment is intended only for your use as a subscriber for such Service. Any attempt to use Bill Payment to process payments for third parties is prohibited and grounds for termination of your Bill Payment Service. Upon termination of the Bill Payment Service, you will be responsible for making arrangements to pay any future or recurring payments. We reserve the right to refuse to pay a Payee for reasons we deem sufficient including, without limitation, if (a) your designated account has insufficient Available Funds, (b) a Payee has refused to accept a payment, (c) you attempt to make a payment to a governmental agency or to a Payee outside of the United States or a US territory, or (d) you attempt to make a court-directed alimony or support payment.

Bill Payment Stop Payment Requests

Our ability to process a stop payment request will depend on the payment method and whether or not a payment has cleared your Bill Payment Account. We may not have a reasonable opportunity within which to act on any stop payment request after we have already processed a payment. You understand and agree that we will have no liability for failing to accommodate a stop payment request. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service stated in our Fee Schedule.

If you desire to stop any payment that has already been processed but has not yet cleared your Bill Payment Account, please contact Nekoosa Port Edwards State Bank Customer Service at **1-715-886-3104**.

6. **INACTIVITY/TERMINATION.** You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate any Services under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or if your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason. We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive one hundred eighty (180) day period. If your account is inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Services. To cancel any or all of the Services, you must notify Nekoosa Port Edwards State Bank and provide your name, address, which Services you are discontinuing, and the effective date to stop these services. When Bill Payment is terminated, any pre-scheduled bill payments made through these Services will also be terminated. You may notify Nekoosa Port Edwards State Bank by one of the following methods:
1. By calling **715-886-3104**, 8:30 a.m. to 4:30 p.m. CST.
 2. By writing a letter and either sending it to the following address or giving it to a Personal Banker at any Nekoosa Port Edwards State Bank location:

Nekoosa Port Edwards State Bank
P.O. Box 9
Nekoosa, WI 54457-0009

Governing Law. This Agreement is governed by the laws of the State of Wisconsin and applicable federal law.

7. **FINANCIAL INSTITUTION'S LIABILITY.** We will use good faith efforts to complete all of your payments properly. If Nekoosa Port Edwards State Bank does not properly complete a Bill Payment on time or in the correct amount, we will pay any late fees or finance charges (\$50.00 maximum), which you reasonably incurred as a result of our error, as long as your account was in good standing with the Payee prior to this incident. However, we will incur no liability if we are unable to complete any payments or transfers properly because of any one of the following circumstances:
- a. Your designated account does not contain sufficient Available Funds to complete the payment or transfer.
 - b. The Services, our equipment, the software, or communications link is not working properly.
 - c. The Payee mishandles a payment, delays posting a payment, refuses a payment, or is unable to accept a payment.
 - d. You have not provided us with the correct name(s), address, or account information for Payees.
 - e. Your subscription to the Service has been terminated for any reason.
 - f. If circumstances beyond our control including, but not limited to, fire, flood, or interference from an outside force prevent the proper execution of the transaction.
 - g. The transfer of your funds is restricted by legal process or holds.
 - h. Other exceptions stated in this agreement or related agreements or Terms and Conditions of Your Account and Funds Availability Policy.
- Provided none of these circumstances are applicable, if we cause an incorrect amount of funds to be removed from your designated account or cause funds from your designated account to be directed to an improper person, we shall be responsible for returning the improperly transferred funds to your designated account and for directing to the proper Payee any previously misdirected payments or transfers.
8. **ELECTRONIC FUND TRANSFER PROVISIONS FOR CONSUMERS.**

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- a. **Applicability.** The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking, savings, or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). Nekoosa Port Edwards State Bank may, when applicable, rely on any exceptions to the provisions in this section that are contained in Regulation E. All terms not otherwise defined in this Agreement, which are defined in Regulation E, will have the same meaning when used in this section.
- b. **Consumer Liability.** Tell us at once if you believe your Debit Card or PIN or Online Banking access code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN, you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

If your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

Visa Zero Liability. These terms apply only to Signature Based transactions conducted via the VISA network. VISA's zero liability Policy protects you against unauthorized transactions that may be made with an access device if the transactions are processed as a signature-based transaction (does not include pin-based transactions) through the VISA network. Visa's Zero Liability Policy covers US issued Cards only and does not apply to commercial transactions not processed directly via the VISA Network.

Your Card comes with Zero Liability Card Protection for unauthorized transactions that you report promptly. With Zero Liability Card Protection, if your card is ever lost or stolen and used without your permission, you must tell us immediately. If you do, you may not be responsible for unauthorized transactions made using your Card.

If you notify us about the unauthorized transaction within 60 days of when the first Account statement showing the unauthorized transaction was delivered, you will be protected for your losses on the Account.

If you notify us about the unauthorized transaction after 60 days, we may not reimburse you for the unauthorized transactions. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. In addition, we will consider whether any negligence on the part of the cardholder has contributed to the transaction in question.

The Following are not considered to be unauthorized transactions under Zero Liability protection, which means you are liable for any transaction:

By a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the Account.

By a person you have authorized to use your Card, even if that person has exceeded the authority you gave.

A merchant has processed in error, or you are unhappy with goods or services you purchased. In these cases, first contact the merchant to resolve the situation.

That resulted from inadequate internal controls in your organization.

If you suspect that your Card has been lost or stolen, or that an unauthorized transaction has been made with the Card issued to you, notify us as soon as possible. The sooner you notify us, the sooner we can protect the linked Accounts. A delay in reporting the unauthorized transaction may affect your Zero Liability protection, as defined above.

ILLEGAL USE OF DEBIT CARD. You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

- c. **Error Resolution Notice (for customers only).** In case of errors or questions about your electronic transfers telephone us at **1-715-886-3104** or write us at **405 Market St., P.O. Box 9, Nekoosa, WI 54457** as soon as you can. Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than 60 days after we sent you the FIRST statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number;
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information;
- Tell us the date and dollar amount of the suspected error.

If you provide oral notice, you will be required to send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point-of-Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. VISA's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized VISA® Check Card use within five (5) business days of notification of the loss. We will tell you the

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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.

9. **DAMAGES.** OUR RESPONSIBILITIES ABOVE FOR LATE CHARGES AND INCORRECT OR MISDIRECTED PAYMENTS SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) CAUSED BY THE SERVICES OR THE USE OF THE SERVICES, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER, SOFTWARE, OR ANY INTERNET ACCESS SERVICES.
10. **INDEMNIFICATION.** Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Eligible Account, if you are the owner of an Eligible Account, you agree to indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with an Eligible Account or the performance of Services. You or your authorized representative provide this indemnification without regard to whether our claim for indemnification is due to the use of the Service.
11. **THIRD PARTIES.** Except as specifically provided in the Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Microsoft Internet Explorer, Apple Safari®, Mozilla Firefox®, and Google Chrome™, by an Internet access provider, by an Online Service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Services through the Service.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
 - In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
 - In order to comply with government agency or court orders; or
 - With your consent.
12. **WARRANTY DISCLAIMER.** THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS." WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **EQUIPMENT REQUIREMENTS.** You are responsible for obtaining, installing, maintaining, and operating all necessary hardware, software, and Internet access services necessary for performing the Services. We will not be responsible for failures from the malfunction or failure of your hardware, software, or any Internet access services.
14. **ACCESS CODES AND SECURITY.** Because we are entitled to act on instructions received under your password, to help enhance your security, we recommend that you follow some general safety guidelines:
- Never walk away from your computer while logged on to this Service.
 - Memorize your User ID and password ("Codes").
 - Don't share your Codes with anyone.
 - Choose Codes that are not easy to guess. Your Password may not be the same as your USER ID. Do *not* use names of family members or pets alone or followed by a number. Words in a dictionary, derivatives or User IDs and common character sequence such as "12345678" should not be employed. Likewise, Codes should also not contain any proper names, geographic locations, common acronyms, slang, or personal details such as a spouse's name, license plate, Social Security number, or birth date.
 - For additional security multi-factor authentication (MFA) security questions you set-up at enrollment will display on new/unfamiliar devices.
 - **NEVER GIVE YOUR CODES TO SOMEBODY ELSE, EVEN IF THEY IDENTIFY THEMSELVES AS A NEKOOSA PORT EDWARDS STATE BANK EMPLOYEE. UNDER NO CIRCUMSTANCES DO WE NEED YOUR CODES.**
 - If you believe your password may have been lost or stolen, someone has transferred or may transfer money from your account without your permission, or you suspect fraudulent activity on your account, notify Nekoosa Port Edwards State Bank at **1-715-886-3104** during regular business hours.
15. **AUTHORIZED REPRESENTATIVES FOR BUSINESS ACCOUNTS.** IF YOU ARE A BUSINESS, ANY REPRESENTATIVE OF YOUR BUSINESS IS AUTHORIZED ON SUCH TERMS, CONDITIONS, AND AGREEMENTS AS SET FORTH IN THIS DOCUMENT AND WILL HAVE ACCESS TO EACH ELIGIBLE ACCOUNT AND USE OF ANY ONLINE BANKING SERVICE OF YOURS IN ANY MANNER AND FOR ANY PURPOSE AVAILABLE THROUGH OUR ONLINE BANKING SERVICE, WHETHER NOW AVAILABLE OR AVAILABLE AT SOME TIME IN THE FUTURE.

16. **RIGHTS REGARDING PREAUTHORIZED TRANSFERS.** RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment:

Call us:

1-715-886-3104

Or write us:

**Nekoosa Port Edwards State Bank
405 Market Street**

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**P.O. Box 9
Nekoosa, WI 54457-0009**

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten (10) days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Our Liability for Failure to Stop Preauthorized Transfer Payments. If you order us to stop one of the payments and have provided us with at least three (3) business days prior to the scheduled transfer and we do not stop the transfer, we will be liable for your losses or damages.

17. **FEES.** If applicable to you and your account, you agree to pay the fees for the Service in accordance with our fee schedules and disclosures as established by us from time to time. We may automatically deduct these fees from an Eligible Account, even if they create an overdraft, and we may assess the appropriate overdraft fees. You are required to designate a deposit account at Nekoosa Port Edwards State Bank from which fees for the Service will be debited (your "Payment Account"). You authorize us to charge your "Payment Account" for any fees. If you close your current "Payment Account," you must notify us and designate a new deposit account that will be your "Payment Account." Additionally, if you close all your Eligible Accounts, you must notify Nekoosa Port Edwards State Bank Customer Service to cancel your Online Banking Service.

SERVICE

FEE SCHEDULE

NPESB's Online Banking Service	<u>Personal Accounts</u> Free <u>Business Accounts</u> Free
Online Banking Service with Bill Payment Service (Bill Payment Service subject to approval by Bank)	Free Unlimited number of Bill Payments.
Stop Item Charge(s) (i.e. check, Bill Pay, P2P, etc.)	\$25.00
Bill Payment Check Copy (non-electronic payment)	\$5.00/copy.

****Fees that have been separately disclosed to you in connection with your Eligible Account(s) will continue to apply to the account(s).***

18. **CHANGES; AMENDMENTS; REVISIONS.** We reserve the right, at our discretion, to add, delete, change, modify, alter, or discontinue the Service or any aspect, feature, or function of the Service at any time, including content, hours, and equipment needed for access or use ("Change(s)"). We also reserve the right, at our discretion, to add, delete, change, modify, or amend any fees, help screens, or other terms and conditions of this Service Agreement at any time (also called, "Change(s)"). Unless an immediate Change is necessary to ensure the security of the Services or your accounts, we will send you notice to the mail address or e-mail address we currently possess in our file at least 21 days before the effective date of any Changes if required by law. If provided electronically, disclosures will be provided to you in one of several ways. These are as follows: (a) by e-mail at the e-mail address we have on record; (b) by access to a website that we will identify in an e-mail notice we send to you at the time the information is available; or (c) to the extent permissible by law, by access to a website that generally we will identify in advance for such purpose.
19. **MISCELLANEOUS.**
- Your monthly checking account statement will contain information about any Bill Payment transactions completed during the statement period.
 - In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to the terms and conditions contained in this agreement and the Terms and Conditions of Your Account and not to representations made by our employees or agents.
 - You agree that anyone with an ownership interest in your accounts, including joint accounts, may access those accounts.
 - Our failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such a right or provision unless acknowledged and agreed to by us in writing.
 - This agreement shall be governed by and construed in accordance with the laws of the United States and, to the extent state law applies, the laws of the state of Wisconsin will apply.

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Mobility Disclosure and Consent

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Nekoosa Port Edwards State Bank or any service provider.

1. PRIVACY AND USER INFORMATION.

You acknowledge that in connection with your use of Mobile Banking, Nekoosa Port Edwards State Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, 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 (collectively "User Information"). Nekoosa Port Edwards State Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Nekoosa Port Edwards State Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

2. RESTRICTIONS ON USE.

You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized, or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws, and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Nekoosa Port Edwards State Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Nekoosa Port Edwards State Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Nekoosa Port Edwards State Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

3. USE OF GOOGLE MAPS.

You agree to abide by the Google terms and conditions of use found at https://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.maps.google.com/help/legalnotices_maps.html, or other URLs as may be updated by Google.

4. 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.

- a. The Card Controls feature is only available for debit cards issued by Nekoosa Port Edwards State Bank that you register within the Mobile Banking App.
- b. 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 Nekoosa Port Edwards State Bank to discontinue the alerts and controls.
- c. 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.
- d. Card Controls may enable access to Nekoosa Port Edwards State Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
- e. To the extent this Mobile Banking App allows you to access third party services, Nekoosa Port Edwards State Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
- f. 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,

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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.

g. **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 FIVE HUNDRED DOLLARS (\$500). 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.

h. 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 law 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.

5. ALERTS ADDITIONAL TERMS.

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.

6. Alerts.

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

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

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. Nekoosa Port Edwards State Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

a. 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; or (c) an email account, 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.

b. Limitations.

Nekoosa Port Edwards State Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s), and other factors outside **Nekoosa Port Edwards State Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Nekoosa Port Edwards State Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly

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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.

c. 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.

Nekoosa Port Edwards State Bank's Mobile Privacy Policy – www.NPESB.bank/mobile-privacy-policy

7. *PRIVACY AND USER INFORMATION – DATA ANALYTICS.*

You acknowledge that in connection with your use of Mobile Banking, Nekoosa Port Edwards State Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Nekoosa Port Edwards State Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

8. *BIOMETRIC LOGIN FOR MOBILE BANKING.*

Biometric login is an optional biometric sign-in method for Nekoosa Port Edwards State Bank Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and Nekoosa Port Edwards State Bank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within Nekoosa Port Edwards State Bank Mobile Banking. Nekoosa Port Edwards State Bank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Nekoosa Port Edwards State Bank Mobile Banking.

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Mobile Deposit Agreement

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING:

This Mobile Deposit Agreement (the "Agreement") is entered into by Nekoosa Port Edwards State Bank (the "Financial Institution") and you (the "Consumer"). The Agreement governs your use of the Mobile Deposit Service offered by Nekoosa Port Edwards State Bank (the "Service"). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement:

1. DESCRIPTION OF SERVICE.

Mobile Deposit allows you to deposit money into certain Nekoosa Port Edwards State Bank accounts with your mobile device camera using the Mobile Application or "Mobile App." To use Mobile Deposit, you must be a Nekoosa Port Edwards State Bank account holder and have agreed to the Online Banking and Mobile Banking User Agreements. You may transmit deposits to us electronically only from a mobile capture device located in the United States.

2. FEES.

Depending on the type of account(s) you have with Nekoosa Port Edwards State Bank, there may be a fee to use this service. If applicable, you agree to pay the fee for the Service as set forth in our fee schedule and as may be changed from time to time. Internet data usage rates may apply from your Internet service provider or mobile carrier.

3. EQUIPMENT.

To use Mobile Deposit, you must have a supported mobile device, such as a smartphone or tablet that is compatible with the Mobile App, with a camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device. We do not guarantee that all mobile devices and operating systems are compatible with the Service.

4. TYPES OF CHECKS.

You can only deposit checks using Mobile Deposit; however, there are some checks that you cannot deposit. These include:

- a. Checks payable to any person or entity other than you, or to you and another party.
- b. Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
- c. Checks that are not in original form with an original signature, such as substitute checks or remotely created checks.
- d. Checks drawn on a financial institution located outside the United States.
- e. Checks not payable in United States currency. Checks or items on which a stop payment order has been issued or for which there are insufficient funds.

5. RECEIPT OF DEPOSITS.

We reserve the right to reject any check transmitted through the Service, at our discretion, without liability to you. Nekoosa Port Edwards State Bank is not responsible for processing or transmission errors that may occur, or for deposited items that we do not receive.

6. CUT-OFF TIMES FOR DEPOSITS.

Deposits sent using Mobile Deposit may be "submitted" any time of day, weekend, or holiday. However, deposits received by us after the daily cut-off time for electronic deposits will be deposited the next business day, provided that the deposit meets all requirements. Deposits submitted on holidays or weekends will also be deposited the next business day, provided they meet all requirements. The daily cut-off time for electronic deposits is 2 p.m. CST and is subject to change without notice to you.

7. AVAILABILITY OF FUNDS DEPOSITED.

Our standard practice is to make funds from your remote deposit available to you on the first business day after the day we receive your deposit. Once the funds are available, you may withdraw them in cash or we will use the funds to pay debits to your account. All deposits are subject to review prior to availability.

For determining the availability of your deposits, business days are Monday through Friday, except Federal Holidays. If you transmit your Electronic Item(s) to NPESB before 2 p.m. CST (the "Cut-Off Time") on any business day, we will review and process your Electronic Item(s) on that business day. If you transmit your Electronic Item(s) to us after the Cut-Off Time on any business day, we will review and process your Electronic Item(s) on the next business day. Your Electronic Item(s) is deemed to have been received by the Bank when the service generates a confirmation message.

For a complete disclosure of funds availability, refer to the Funds Availability Disclosure.

8. CHECK REQUIREMENTS.

Any image of a check which is transmitted must accurately and legibly provide all the information on the front and back of the check at the time presented by the drawer. Prior to capturing the original check, the check MUST be endorsed on the back of the original check. The endorsement will include your signature and either checkmark the box labeled "Check Here if Mobile Deposit" or the words "For Mobile Deposit Only NPESB." If the words "For Mobile Deposit Only NPESB" or like words do not appear on the back of the check, we reserve the right to reject that item.

The captured image of the check transmitted must accurately and legibly provide, among other things, the following information:

1. The information identifying the drawer and the paying bank preprinted on the check, including complete and accurate MICR information and the signature(s); and

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2. Information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image quality for the check will meet the standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. National Bank reserves the right to reject any check image that is not clear, is skewed, or is suspicious in any manner. Whereas upon transmitting the check you agree not to allow the item to be deposited or presented for payment more than once, to the extent that it could result in payment of the check more than one time. You will also not allow the transmission of an imaged item which has already been presented to us, or to any other financial institution, by any other means. You will not allow transmission of an image of an item that has already been transmitted through the service.

The front and back images of an item transmitted to us must be legible. Items with poor image quality may delay the deposit process, and you may be instructed to deposit the check using other methods. You agree that we shall not be liable for any damages resulting from items with poor image quality, including those related to rejection of, or the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check or item.

9. ERRORS.

You must notify us of any errors, or suspected errors, related to the items deposited through the Service as soon as possible after they occur, and in no event later than 14 days after the related account statement is sent. You can contact us by calling **1-715-886-3104** or by visiting a Nekoosa Port Edwards State Bank branch location. Unless you notify us within 14 days, the account statement containing the deposits made through the Services is deemed correct, and you cannot bring a claim against us for any alleged errors.

10. DEPOSIT LIMITS.

We may establish limits on the number of checks and/or the total amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice. Items transmitted that exceed your limits may result in a rejection of the deposit.

11. DESTRUCTION OF ORIGINAL CHECK.

Upon confirming that you received full credit for the check deposited, you must destroy the check by shredding or other means, or clearly mark "VOID" or "Electronically Deposited" on the front and back of the check. This prevents the check from being presented for deposit another time. You agree never to re-present to us or any other party a check or item that has been deposited through the Service. You will be liable for checks that are presented and/or deposited more than once.

12. INDEMNITY.

You warrant to Nekoosa Port Edwards State Bank that:

- a. You will only transmit eligible checks and items that you are entitled to and ensure that all checks and items include all required signatures.
- b. Images will meet Nekoosa Port Edwards State Bank's image quality standards.
- c. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- d. You will not deposit or re-present the original check for deposit.
- e. All information you provide to us is accurate and true, and that all transmitted images accurately reflect the front and back of the check.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless Nekoosa Port Edwards State Bank from any loss for breach of this warranty provision or the terms of this Agreement.

13. SECURITY OF YOUR MOBILE DEVICE.

You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Service, and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service. You agree not to supply your Access Information to anyone and to immediately notify us if you become aware of any loss, theft, or unauthorized use of any access information, including your Mobile Devices. We reserve the right to deny you access to the Service if we believe that any loss, theft or unauthorized use of access information has occurred.

14. LIMITATIONS.

When using Mobile Deposit, you may experience technical or other difficulties that are outside the control of Nekoosa Port Edwards State Bank. We are not responsible for damages that you may incur as a result of these difficulties or unavailability of the Service.

15. CHANGES TO THE SERVICE.

We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors.

16. TERMINATION.

We may turn off the service to you if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts or returned items or for other reasons at our sole discretion.

17. OWNERSHIP AND LICENSE.

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You agree that Nekoosa Port Edwards State Bank and its Third-Party Service Providers, including Fiserv Solutions, Inc., retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, including the App. You may use the Service only for your own benefit. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service. In the event that you attempt to use, copy, license, sublicense, sell, or otherwise convey or to disclose the App or any other part of the Service, in any manner contrary to the terms of this Addendum, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

18. THIRD PARTY BENEFICIARY.

You agree that our Third Party Service Providers, including Fiserv Solutions, Inc., may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of liability and that such Third Party Service Providers are, for the purpose of this Agreement, third party beneficiaries to this Agreement with the power to enforce this Agreement.

19. LIABILITY.

WE ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS ADDENDUM. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL NEKOOSA PORT EDWARDS STATE BANK OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE APP, THE SOFTWARE, THE EQUIPMENT, OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NEKOOSA PORT EDWARDS STATE BANK AND OUR THIRD-PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.