

## **Spring Bank Mobile Banking Terms and Conditions**

Thank you for using Spring Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at any time. In case of questions please contact customer service at 262-754-5555 or visit [www.springbankwi.com](http://www.springbankwi.com).

### **Terms and Conditions**

**Program:** Spring Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

**Questions:** You can contact us at 262-754-5555, or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

**To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

**Terms & Conditions:** By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

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 Spring Bank or any service provider.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, Spring Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Spring 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 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. Spring 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.

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 Spring 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 Spring 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 Spring 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.

**Use of Google Maps:** You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

**Touch ID™ for Mobile Banking.** Touch ID is an optional fingerprint sign-in method for Spring Bank 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 Spring Bank 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 Spring Bank Mobile Banking. Spring Bank 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 Spring Bank Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Spring Bank Mobile Banking is only available on compatible iOS devices. 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 Spring Bank 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 Spring Bank 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 Spring 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.
5. To the extent this Mobile Banking App allows you to access third party services, Spring 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.
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.
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. Spring Bank 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 Spring 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 Spring 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. • Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Spring Bank 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. Spring Bank 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 Spring Bank 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. Alerts via Text Message. To stop Alerts via text message, text "STOP" to 99588 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 Spring Bank 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 99588. In case of questions please contact customer service at 262-754-5555. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. Limitations. Spring 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 Spring Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Spring Bank, 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. <https://www.springbankwi.com/privacy-policy> Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Spring 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. Spring 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.

**Mobile Banking Service.** Spring Bank strives to provide the highest quality Mobile Banking service available and is offered as a convenient and supplemental service to our Online Banking services. By enrolling in Mobile Banking, you agree to all the terms and conditions contained in this Agreement/Terms and Conditions (the "Agreement"). Except as modified in this Agreement, all terms and conditions of your Online Banking and Account disclosures remain in effect.

Mobile Banking allows you to access your account information, use bill pay, transfer funds between your accounts at Spring Bank and conduct other banking transactions. To utilize the Mobile Banking service, you must be enrolled in online banking and then activate your Mobile Banking Device.

In order to properly use Mobile Banking, please review and follow the instructions provided on our online banking website [www.springbankwi.com](http://www.springbankwi.com). If you need assistance in enrolling or experience any problems using Mobile Banking, please call us at 262-754-5555. If you are unsure of how to use your Device, please contact your carrier for assistance. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service or your Device.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider. You understand that those agreements may provide for fees, limitations and restrictions which may impact your use of Mobile Banking such as data usage or text messaging charges. You agree that you are responsible for those charges and you agree to resolve any problems with your provider directly.

Mobile Banking may not be accessible over some network carriers or supportable for all Devices. Spring Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as

data outages or “out of range” issues. You are responsible for any fees or other charges that your wireless carrier may charge you for any related data or message services.

We reserve the right to limit the types and number of accounts or Devices eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Mobile Banking service at any time, or discontinue the service at any time without prior notice, except as may be required by law.

**Defined Terms.** As used in the Agreement, the following words will have the definitions given below:

“Account(s)” means your eligible Spring Bank checking, savings, and money market accounts and other Spring Bank products that can be accessed through Mobile Banking.

“Device” means a supportable mobile device such as a cellular phone or other mobile device that is web-enabled and capable of receiving text messages. Your device must have a camera if using Mobile Deposit.

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

“You” and Your(s)” mean each person with authorized access to your Accounts(s) who applies and uses the Mobile Banking service.

“We,” Us,” “Bank,” means Spring Bank

**Security.** You agree to take every precaution to ensure the safety and security of your accounts and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to access Mobile Banking using your credentials, you will be responsible for damages resulting to you. We make no representations that Mobile Banking will be available in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States will be at your own risk.

**Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Spring Bank, its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising for (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Mobile Banking service; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of Mobile Banking.

**Authorization to Receive Electronic Communications.** By signing up for and using our Mobile Banking service, you authorize us to call and send SMS text messages to your Device.

## Appendix A

### Terms and Conditions – Mobile Deposit

The terms and conditions set forth in this Appendix A shall be in addition to, and not in place of, the Mobile Banking Terms and Conditions and the Deposit Disclosure Agreement. In the event of a conflict between the terms and conditions in this Appendix A and the Mobile Banking Terms and Conditions or the Deposit Disclosure, the terms and conditions in this Appendix A shall govern. Capitalized terms that are not otherwise defined in this Appendix A shall have the meanings associated to them in the Mobile Banking Terms and Conditions.

1. **Mobile Deposit.** This service provides you the ability to make deposits of original checks (Items) to your designated eligible Accounts held with us using the Software. The Mobile Deposit service enables you to scan or capture an electronic image of such Items with a capture device supported by the Software, (e.g., the camera on your Mobile Device) and submit the images and associated information to us for processing. All Items received through Mobile Deposit will be treated as deposits of checks under the Spring Bank Deposit Disclosure.
2. **Deposit Limits.** For security reasons there are limits on the frequency of deposits and the dollar amount of deposits made using Mobile Deposit. If you exceed the deposit limits established for you, Spring Bank may, in its sole discretion, accept or refuse the deposit. If at any time Spring Bank accepts a deposit that exceeds your deposit limit, Spring Bank will have no obligation to do so in the future. These limits may be modified from time to time.
3. **Eligible Accounts.** Checking, Savings and Money Market Deposit accounts are currently available for Mobile Deposit. For Health Savings Accounts only, prior year deposits must be deposited in person.
4. **Ineligible Accounts.** Money Market IRA (Individual Retirement Account), Savings IRA (Individual Retirement Account) and Certificates of Deposit are not eligible for Mobile Deposit.
5. **Eligible Items.** Original Items that are drawn on or payable through United States financial institutions and written in United States Dollars. Items must be legible and contain machine readable MICR data.
6. **Ineligible Items.** Spring Bank is not obligated to accept for deposit any Item that Spring Bank in its sole discretion determines to be ineligible for the Mobile Deposit service. Ineligible items include; Cash, Savings Bonds, Traveler's Checks, Bonds, Money Orders, Foreign Items, Non-negotiable Items, Altered Checks, Incomplete Checks, Checks Payable to Cash, Items with a Restrictive Endorsement, Image Replacement Documents, Remotely Created Checks and Third Party Checks.
7. **Endorsement.** You agree that you will endorse the back of your original check by signing your name and writing "For Deposit Only" on the back of the check.
8. **Processing and Restrictions.**

You agree:

- the electronic image of the Item will become the legal representation of the Item for all purposes,
- any image we receive from your Mobile Deposit accurately and legibly represents all of the information on the front and back of the Item as originally drawn, including all endorsements,
- you will not redeposit or negotiate an Item after you deposit the Item using Spring Bank Mobile Deposit,

- not to create any additional duplicate images of the original Item,
  - to only deposit Items into your account that you have authority for,
  - to only use the Mobile Deposit application in the United States.
9. **Returned Checks.** If electronic Items that are deposited into your account using Mobile Deposit are dishonored, rejected or otherwise returned unpaid, you understand and agree that an original check will not be returned to you but that we may charge back the amount of the original check and provide you with an image of the original check, also known as a Substitute Check. Unless otherwise instructed by us, you shall not attempt to deposit or otherwise negotiate an original check that has been imaged if it has been charged back to you.
10. **Deposit Cutoff and Funds Availability.** If we receive the image of an Item for deposit on or before 3:30 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 3:30 p.m. Central Time or on a weekend or a non-Business Day, we will consider the next Business Day as the day of deposit. Spring Bank will notify you if an Item is not eligible for deposit. Funds deposited through Mobile Deposit will be made available to you in accordance with Spring Bank's Funds Availability Policy. The Funds Availability Policy is located in Spring Bank's Deposit Disclosure which is available at [www.springbankwi.com](http://www.springbankwi.com).
11. **Safekeeping and Destruction.** You agree to fully destroy each original Item in your Mobile Deposit sixty (60) days following receipt and crediting of your Mobile Deposit. Prior to destruction you shall maintain each original Item in a secure location. A paper shredder is one such method to assure destruction. You are responsible if an original Item is misused following submission by Mobile Deposit and its full destruction.
12. **Business Accounts.** The following provisions are applicable to Business Accounts. "Business Accounts" mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not "consumer" accounts and are not maintained primarily for personal, family, or household purposes.
- For Business Accounts using Mobile Deposit, Spring Bank is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by the Mobile Deposit service or the use of the Mobile Deposit service except as otherwise expressly provided for in this Agreement or by applicable law. By using the Mobile Deposit service to access your Business Accounts, you are responsible for any unauthorized use of the Mobile Deposit service and any loss or damages incurred due to the unauthorized access to your Business Accounts.
  - If any person authorized access through the Mobile Deposit service to conduct transactions on any Business Account is no longer authorized, it is your responsibility to notify Spring Bank.
13. All fees and charges related to any Account you access with the Mobile Deposit service as stated in the applicable Fee Schedule for the Account will remain in effect when using the Mobile Deposit service. The monthly fees and charges, if any, for the use of the Mobile Deposit Service are found in the Personal Service Fee Summary / Business Service Fee Summary which is available at [www.springbankwi.com](http://www.springbankwi.com).
14. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any claims, losses, liability, cost and expenses (including reasonable attorney's fees) arising from your use of Spring Bank Mobile Deposit, including, for example, a subsequent deposit of any previously deposited item.