

Clinton National Bank Mobile Banking

Terms and Conditions of Use

END USER TERMS

This service is provided to you by Clinton National Bank, Clinton, Iowa, (Bank) and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Clinton National Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

CLINTON NATIONAL BANK TERMS AND CONDITIONS

Thank you for using Clinton National Bank Mobile Banking combined with your handheld's text messaging capabilities. For help, text "HELP" to 79680. To cancel your plan, text "STOP" to 79680 at any time. In case of questions please contact customer service at cnbmobile@clintonnational.net or call 1-888-226-5418.

Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Clinton National Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by Clinton National Bank and not by any other third party. You and Clinton National Bank are solely responsible for the content transmitted through the text messages sent to and from Clinton National Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)
3. Mobile Banking is a component of Clinton National Bank's online banking (PC Banking). Additional services, such as People Pay and Xpress Deposit are offered through PC Banking and Mobile Banking, and therefore covered by these Terms and Conditions, as well as their own Terms and Conditions. You must be registered for PC Banking in order to access and utilize Mobile Banking. The PC Banking Terms and Conditions (located at <http://www.clintonnational.com/termsandconditions.html>) are applicable to Mobile Banking, and are supplemented by these Terms and Conditions. By accepting and agreeing to these Terms and Conditions you are agreeing to the PC Banking's Terms and Conditions applicability to Mobile Banking. Available services include but are not limited to bill payments, account transfers, person-to-person payments, remote deposits, balance information and transaction status.
4. Your mobile device must be able to download and run the app provided by the Licensor. Generally, the app is provided for devices using Apple™ and Android™ operating systems. If your device is not running on either of these operating systems, please contact us at (563) 243-1243 or cnbmobile@clintonnational.net for more information. You are only allowed to download our mobile banking app from our approved sites, such as the iTunes App Store and Google Play. Downloading our app from any other site not approved by us could allow your device to be infected with malware.
5. Clinton National Bank may, at its discretion and without notice, immediately terminate your use of this service or any part of this service if the Bank determines use of such service is in violation of these Terms and Conditions or any other law or regulation. You may terminate this service with notice to the Bank.
6. You agree that any notices required or permitted under this Agreement may be given electronically, by first-class mail, or by overnight mail delivered by a nationally recognized carrier. Notice shall be deemed delivered

within one business day, if delivered electronically or by overnight carrier, and three business days if delivered by first class mail.

7. You agree to be reasonably prudent when using this service and accessing websites provided by the Bank for using PC Banking, Mobile Banking or any other service provided by the Bank. You must immediately notify the Bank if you suspect a Bank provided service or website has been compromised by an unknown third party. This notification must be independent of the compromised channel, such as on-site visit to a Bank location or by calling 563-243-1243.

8. This Agreement and the Terms and Conditions may be amended, in the Bank's sole discretion, by notice sent electronically or by mail sent to your last known address and shall become effective no less than thirty (30) days after the day transmitted or mailed. The Bank is not bound by any modification of this Agreement unless the Bank expressly agrees to the modification in writing.

9. Mobile devices, including phones and tablets, are increasingly subject to malware and the potential to compromise of your personal information, including online access credentials, much the same as other computers. Encryption of the information stored on the mobile device as well as setting up a password to access information is required. You recognize that applications and games could be malicious, and agree to protect your mobile devices against such hazards. You agree to keep your mobile device(s) operating systems up to date. The use of anti-malware software when available for your operating system is strongly encouraged. You are not allowed to "jail break" your mobile device by breaking the security model of the operating system to allow all apps to be loaded, even malicious ones. You are responsible for any financial loss caused by breach or compromise of your mobile device used to access the service. You agree to allow us access to your device in order to verify the status and condition of your device.

10. Failure of either party to enforce at any time any provision of this Agreement or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or right, and shall not in any way affect the validity of this Agreement or any part hereof, or limit, prevent or impair the right of either party to subsequently enforce any provision or exercise any right hereunder.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.