

Business Mobile Agreement Disclosure

ELECTRONIC NOTICE DISCLOSURE AND AGREEMENT FOR BUSINESS MOBILE:

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

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

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

You have the right to withdraw your consent to receive information from us electronically and may exercise such right by calling us at 608-798-5265, or writing to us at Lake Ridge Bank, 6430 Bridge Road, Monona, WI 53713. We will continue to deliver notices and disclosures to you electronically until you revoke your consent. You can request paper copies of documents by calling 608-798-5265 or sending an email to generalmail@lakeridge.bank. We may charge fees for this request as identified in our current Business Fee Schedule for business accounts and Account Fees & Options brochure for consumer accounts which may be amended by us from time to time.

If your email address or Mobile Device number to which we will be sending information relating to the Service should change in the future, you must call us at 608-798-5265 or notify us in writing. If you do not update your contact information in our records, you may not receive the information delivered by us.

We will not be liable to you for your failure to update your contact information in our records. To view the disclosures, agreements and required notices on your Mobile Device, you will need a Mobile Device as defined in the Business Mobile Banking Services Terms and Conditions. To access, view, print and retain the disclosures, agreements and required notices we make available to you, you will need the following:

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

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

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

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

Business Mobile Banking Service Terms and Conditions

Thank you for using the Mobile Services ("Services") and any related Software ("Software") provided by Lake Ridge Bank, ("Financial Institution") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and billpay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

1. **Defined Terms.** As used in the Terms and Conditions, the following **c a p i t a l i z e d** terms shall have the meaning ascribed to them:

- a. "**Account**" means your deposit and loan accounts with us including but not limited to: checking, savings, money market, certificate of deposit, lines of credit, and certain other loan products. "Account" does not include credit cards with our name or logo appearing on it.
- b. "**Business Day**" means Monday through Friday, excluding federal holidays.
- c. "**Daily Balance**" or "**Daily Ending Balance**" means the Account balance as of the end of the previous Business Day, excluding Pending Transactions.
- d. "**Financial Institution**" means Lake Ridge Bank or ("we", "us", "our" or "bank")

5. Hardware and Software Requirements.

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

6. Security and Use.

- a. We reserve the right to take action at any time to protect the Service, our systems and information, including denying you access to the Service in whole or in part.
- b. We will attempt to secure the Service to prevent, among other things, access by unauthorized persons and the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third-parties.
- c. You agree to immediately notify us of any unauthorized use of the Service or any other breach of security known to you and you shall cooperate with us in investigations and other actions taken with respect to the same.
- d. We make no representations or warranties that the Services will be available for use in locations outside of the United States and accessing the Service from locations outside of the United States is at your own risk.

- e. Anyone using your Mobile Device and your password can access your Account and have full access to the Service in the same manner as you can. If anyone uses your Mobile Device and/or password with or without your permission, you will be responsible for any transactions performed by that person with respect to your Account. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Service. You agree to keep your Mobile Device and password safe, confidential and secure, not to record the password or otherwise disclose or make the password available to anyone other than authorized users of your Account.

7. Your Obligations.

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

8. Mobile Device Carrier.

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

9. Terms Applicable only to payments and transfer made for consumer accounts

9.1 Our Liability for Failure to Process Funds Transfer.

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

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

h. For circumstances identified elsewhere in the Terms and Conditions or in our other agreements with you.

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

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

9.2 . Your Liability

Tell us AT ONCE if you believe your Mobile Device and/or password has been lost, stolen or made available to a person that you have not authorized to access your Account, or if you believe that an electronic fund transfer from your Account has been made without your permission. Please contact us immediately by telephone or in writing. Telephoning is the best way of keeping your possible losses down. Contact us by phone at (608)401-4716 or write to us at Lake Ridge Bank, 6430 Bridge Road, Monona, WI 53713.

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

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

9.3. Error Resolution.

In Case of Errors or Questions About Your Electronic Transfers contact us by phone at (608) 401-4716 or write us at Lake Ridge Bank 6430 Bridge Road, Monona, WI 53713, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (5) Business Days if

involving a Visa transaction or 20 Business Days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days (5 Business Days if involving a Visa transaction or 20 Business Days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

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

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

10. Provision of Phone Number.

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

11. Fees.

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

Note: For fee information related to any of our services, please refer to our current Business Fee Schedule brochure for business accounts or Account Fees and Options brochure for consumer accounts.

12. Miscellaneous.

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

EXHIBIT A

Terms and Conditions for Mobile Deposit Service

Mobile Deposit Service.

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

Eligible Items.

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

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

Image Quality and Duplicate Deposit.

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

Endorsement.

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

Processing Time and Availability of Funds.

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

Disposal of Transmitted Items.

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

Restrictions and Limitations.

You agree:

1. only Items that originated as paper Items and no third party or electronic checks may be deposited using the mobile deposit service;
2. after you submit an Item for deposit using the mobile deposit service you will not redeposit or otherwise transfer or negotiate the original Item;
3. not to deposit Items into your Account unless you have authority to do so;
4. the total aggregate amount of all deposits using the mobile deposit service will not exceed \$30,000 each day.
5. not to deposit any single item that exceeds \$20,000;
6. after you submit an Item for deposit you are solely responsible for the storage or destruction of the original Items;
7. the electronic image of the Item will become the legal representation of the Item for all purposes; and
8. any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn.

Minimum Hardware and Software Requirements.

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

Fees.

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

Eligibility, Termination and Changes.

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

Errors.

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

Interruptions.

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

Indemnification.

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

Lake Ridge Bank is a Member FDIC and an Equal Housing Lender.

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