

IRELAND BANK END USER TERMS

This service is provided to you by Ireland Bank and powered by a Third Party (the "Licensor") mobile technology solution. These End User Terms are a legal agreement between you and Ireland Bank.

SECTION A

IRELAND BANK TERMS AND CONDITIONS

Thank you for using Ireland Bank Mobile Banking combined with your handheld's text messaging capabilities. For help, text "HELP" to 73955. To cancel your plan, text "STOP" to 73955 at anytime. In case of questions please contact customer service at Internet-support@ireland-bank.com or call 1-800-467-0001.

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 Ireland 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 Ireland Bank and not by any other third party. You and Ireland Bank are solely responsible for the content transmitted through the text messages sent to and from Ireland Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

Service. The Mobile Deposit service ("Service") is designed to allow customers ("You") to deposit checks to their designated checking or savings account ("Account") with Ireland Bank ("Bank") using approved mobile devices. Checks are scanned using the camera on the mobile device and securely transmitted to the Bank for review and deposit. By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check.

Limitation of Service. When using the Service, you may experience technical or other difficulties. We are not liable for or responsible for any technical difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

Ineligible Checks. You agree that you will not use the Service to scan and deposit any checks as listed below:

- a) Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- b) Checks payable jointly, unless deposited into an account in the name of all payees.
- c) Checks with any endorsement on the back other than that specified in this Agreement.
- d) Checks containing obvious alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- e) Checks drawn on a financial institution located outside the United States.
- f) Checks not payable in United States currency.
- g) Checks dated more than 6 months prior to the date of deposit or future-dated checks.
- h) Checks that are in any way incomplete.

- i) Checks prohibited by the Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account Agreement.
- j) Checks on which the numerical and written amount are different.
- k) Checks that have been previously returned unpaid by the financial institution on which they are drawn, including substitute and remotely created checks.
- l) Checks that are payable to cash.
- m) Checks that have been previously submitted through the Service or through a remote deposit capture service offered at any other financial institution.

Image Quality. The image of a check transmitted to the Bank using the Service must be legible, as determined by the sole discretion of the Bank. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from inaccurate information you supply regarding the check. The image that is transmitted must be of such quality that the following information can easily be read:

- a) The amount of the check.
- b) The payee.
- c) The drawer's signature.
- d) The date of the check.
- e) The check number.
- f) Information identifying the drawer and the paying bank that is preprinted on the check in a commercially acceptable format, including routing number, account number and check number.

Receipt of Checks. We reserve the right to reject any check transmitted using the Service, at our discretion, without liability to you. We are not responsible for checks we do not receive or for images that are dropped during transmission. An image of a check shall be deemed received when the funds are deposited in your account. Receipt of such confirmation does not mean that the transmission was error free or complete. Receipt of such confirmation of funds does not mean that your Account will not be charged back for the amount of the deposit and any applicable fees under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

Disposal of Transmitted Checks. Upon proper clearing of funds and confirmation of your deposit from the Bank, you agree to prominently mark the check as "Electronically Presented" and to properly store the check to ensure that it is not presented again for payment. You agree that you will never represent the check to the Bank or any other financial institution. You agree to retain all checks you have deposited through the Service for at least 14 business days and, following the 14 day retention period, you agree to dispose of your check in a manner which will ensure the check will not be presented again.

Returned Checks. Any credit which we deposit into your account immediately following a transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account, it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our Fee Schedule and Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your account.

Confirmation of Deposits. It is your responsibility to verify that your deposit has been completed successfully by signing into the mobile application, viewing the status of your mobile deposit history and verifying the funds are available in your account.

Errors. You agree to notify Bank of any suspected errors regarding checks deposited through the Service right away, and in no event later than 60 days after the applicable Bank account statement is mailed to you. Unless you notify Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Bank for such alleged error.

Errors in Transmission. By using the Service, you accept the risk that a check may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors.

Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized access to your device. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgement, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible for the security of your mobile device. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized person, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or check image, or for the Bank's audit purposes. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners retain all rights, title and interests in and to the Service, Software and Development made available to you.

User Warranties and Indemnification. You warrant to Bank that:

- a) You will only transmit eligible checks.
- b) Images will meet the image quality standards.
- c) You will not transmit duplicate checks or checks previously deposited at a financial institution.
- d) You will not deposit or represent the original check.
- e) All information you provide to Bank is accurate and true.
- f) You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

Governing Law and Attorney Fees. The laws of the State of Idaho shall govern all issues under the Mobile Deposit Terms and Conditions Agreement, and all actions, claims and defenses involving Ireland Bank shall be brought in the Oneida County 6th Judicial District of Idaho. In the event of any dispute, the prevailing party shall be entitled to recover its reasonable attorney fees, court costs, collection expenses and litigation costs.

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 of 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. Limitation of Liability. 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 Florida, 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 Florida 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.