

Mobile Banking Service Agreement

(Addendum to Online Banking Service Agreement or
Business Online Banking Service Agreement)

Thank you for using the Mobile Banking Services ("Mobile Banking") and any related Software ("Software") provided by ProGrowth Bank combined with your handheld's text messaging capabilities. **Please remember that your cell phone provider may charge you by applying Message & Data rates when you use these capabilities.**

- For help, text "HELP" to 99588.
- To cancel, text "STOP" to 99588 at any time.

In case of questions please contact customer service at 1-507-232-3488 or 1-888-634-3488 or visit www.progrowth.com.

By using Mobile Banking, you acknowledge your receipt and understanding of this Agreement and agree to all terms and conditions of this Agreement. Please read this entire Agreement prior to using Mobile Banking.

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Internet Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your ProGrowth Bank account information, use bill pay, transfer funds between your accounts and conduct other banking transactions. To utilize Mobile Banking, you must be enrolled in Internet Banking and then activate your Mobile Device inside Online Banking.

This Mobile Banking Service Agreement is an addendum and amendment to the Primary Online Banking Agreement and related disclosures and provides consent for you to enroll in ProGrowth Bank's Mobile Banking Service. The terms of this Agreement are in addition to those that apply to any account or service you have with us, our Primary Online Banking Agreement and related disclosures, Deposit Account Agreement and related disclosures, and our Privacy Policy. 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 bill pay services of which the Service is a part.

Except where modified by this Addendum, the Primary Online Banking Agreement remains in effect. Terms defined in the Primary Online Banking Agreement that are not defined in the Mobile Banking Service Agreement have the same meaning here. This Agreement constitutes the entire agreement between us and you relating to Mobile Banking, supersedes any other agreements relating to Mobile Banking, and may only be amended as provided in the Agreement. If there is a conflict between the Primary Online Banking Agreement and this the Mobile Banking Service Agreement, the terms in this Mobile Banking Service Agreement will govern your use of Mobile Banking.

ProGrowth Bank in its discretion may modify this Mobile Banking Agreement and related disclosures at any time.

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I. INTRODUCTION – PARTIES AND DEFINITIONS.

This Mobile Banking Service Agreement (as amended from time to time, this “Agreement”), governs the Mobile Banking service provided by ProGrowth Bank and your use of that service. This Agreement also includes certain licensing rights and restrictions, including an End User Agreement between you and our primary software licensor, Fiserv. The terms of this Agreement are in addition to those that apply to any account or service you have with ProGrowth Bank. This Mobile Banking Agreement and Disclosure sets forth the terms and conditions for any use of this Service. By requesting and using the Service, you agree to all of the terms, conditions, and notices referenced or contained in this agreement and you accept full responsibility for the use of the service. Within this Agreement:

- **"Mobile Banking"** means the suite of banking services that is accessible from the Device you have registered with us; services that allow you to access your ProGrowth Bank accounts and perform transactions via your mobile phone with web browsing/internet capabilities.
- **"Device"** or **"Mobile Device"** means a supportable cellular (mobile) telephone or similar wireless communications device that is web-enabled and that:
 - that is installed with software permitted by us (**"Mobile Banking Software"**) that you have downloaded in order to conduct Mobile Banking transactions, or
 - that is capable of conducting Mobile Banking transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging).
- The terms **"we"**, **"us"** and **"our"** refer to ProGrowth Bank.
- The terms **"you"**, **"your"**, and **"customer"**, refer to each depositor on an account or a customer of ProGrowth Bank who is entering into this Agreement and who is enrolled in Mobile Banking.
- The term **"account"** or **"accounts"** means your eligible ProGrowth Bank checking, savings, loans, certificates of deposit and any other ProGrowth Bank product linked to your Online Banking. We may offer additional Mobile Banking services and features in the future. Any such added services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law. We recommend that you read this agreement carefully and print it for future reference.

We reserve the right to change the Mobile Banking Software and other protocols that we allow for Mobile Banking at any time without prior notice.

II. MOBILE BANKING IS PART OF YOUR PRIMARY ONLINE BANKING SERVICE.

Mobile Banking is available only to individuals and businesses that are already enrolled in our (personal) Online Banking service or our Business Online Banking service.

The term **"Primary Online Banking"** means either the (personal) Online Banking service or the Business Online Banking service through which you choose to enroll in Mobile Banking. **"Primary Online Banking Agreement"** means either the (personal) Online Banking Service Agreement or the Business Online Banking Agreement, as amended from time to time, that you accepted when enrolling in your Primary Online Banking service. Your **"Primary Online Banking Agreement"** also includes related agreements that you have with us in connection with your Primary Online Banking (e.g., any agreement for our Bill Pay service or Transfers to a Friend service; any Multi Party Addendum; etc.)

This Mobile Banking Service Agreement is an Addendum to and includes the terms of your Primary Online Banking Agreement. Capitalized terms that are not defined in this Agreement are defined in your Primary Banking Agreement. The same credentials (Login ID and Password) that are in place for your Primary Online Banking service shall also apply to Mobile Banking.

III. ACCEPTING THIS AGREEMENT.

Before using Mobile Banking, you must both:

- (a) consent to receive notices and disclosures electronically, and
- (b) read and accept this Agreement.

You must evidence that consent and acceptance by selecting the button declaring your acceptance as part of your enrollment in Mobile Banking. In addition, you agree you are deemed to automatically renew that consent and acceptance each time you log in as a user of ProGrowth Bank Mobile Banking and use Mobile Banking to conduct any transaction. The current version of this Agreement can always be viewed online through your Primary Online Banking service.

IV. TERMS AND CONDITIONS.

1. Consent to Receive Disclosures and Notices Electronically.

By accepting this Agreement, you consent to receiving notices and disclosures concerning Mobile Banking, Primary Online Banking, and your enrolled bank accounts electronically, including by mobile phone (e.g. SMS or other text message) or e-mail (each of the foregoing being an "electronic address"). You must enter your electronic address for such disclosures and notices when first enrolling in Mobile Banking. You are solely responsible for immediately updating your electronic address if it changes. You must update your electronic address by logging into your Primary Online Banking service, accessing the electronic page for managing your email address or accessing the Mobile Banking page to update your Mobile Device phone number, and entering your new electronic address. If you need assistance updating your electronic address, you may call the Customer Service Center at 1-507-232-3488 or 1-888-634-3488 or visit www.progrowth.com. All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to the electronic address you have most recently updated. Many disclosures and notices may also or instead appear in one or more of your bank account statements. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission. You may, without charge, withdraw your consent to receiving notices and communications electronically by calling our Customer Service Center at 1-507-232-3488 or 1-888-634-3488 or visit www.progrowth.com, but in that event we can terminate your Mobile Banking service.

Receiving electronic disclosures and notices on your Mobile Devices requires that your Mobile Device be an Internet-enabled Mobile Device that support 128-bit encryption. In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your Mobile Device or computer, or to print them. You may also request a paper copy of an electronic notice or disclosure at no additional charge by calling our Customer Service Center at 507-232-3488 or 1-888-634-3488 or visit www.progrowth.com.

2. Mobile Banking Service Agreement.

ProGrowth Bank offers customers mobile access to their account information (e.g., for checking balances and last transactions) via the internet using the ProGrowth Bank Mobile Application and over SMS ("Short Message Service"), as well as the option to set up alerts for their accounts (e.g., low balance alerts).

A. Account Eligibility and Enrollment

Mobile Banking is available to any person who has subscribed to ProGrowth Bank's Online Banking service and has a web-enabled mobile phone device whose network allows secure SSL traffic.

Enrollment requires identification of the user's banking relationship with ProGrowth Bank 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.

The enrollment process will require you to provide the mobile (cell) phone number and mobile (cell) phone provider you will be using for your ProGrowth Bank mobile banking account. You will choose which accounts you wish to access and enter a valid email address. If any of the information you provide during the enrollment process is incorrect, the service will not work. Furthermore, it is your responsibility to notify us immediately if any of your information changes, including but not limited to your cell phone number and email address.

Once granted, Mobile Banking access will continue until the account(s) is closed or until the bank is notified in writing or you visit your local branch to request the service cancelled. Mobile Banking is offered as a convenience and supplemental service to our Personal Online Banking services. Mobile Banking is only available to consumer account holders who are enrolled in or eligible to enroll in ProGrowth Bank's Personal Online Banking Service. Mobile Banking is currently not available for Business Online Banking Customers. Mobile Banking is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us.

Mobile Banking is a personal financial information management service that allows you to:

- (i) access ProGrowth Bank account information such as reviewing balances and recent transaction history;
- (ii) transfer funds between your accounts at ProGrowth Bank;
- (iii) set up optional account alerts to be delivered either to your mobile phone using sms text messaging (standard text rates apply), and/or via email;
- (iv) make payments to merchants and individuals who have previously consented to accept payments through our online bill pay service; and
- (v) make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

. This program will be ongoing. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time. Not all Mobile Banking Services are available on all types of mobile devices. See our Web site at **www.progrowth.com** for the most up-to-date list of Services. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of ProGrowth Bank or any service provider.

We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

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

B. Mobile Banking Functions

To access Mobile Banking service and functions, your Mobile Device must be Internet enabled and connected to the Internet through your mobile communications service provider. You must be enrolled in both a Primary Online Banking service and our Mobile Banking service. You must enroll the particular Mobile Device(s) that you wish to use with Mobile Banking. You must also un-register any Mobile Device(s) that you may no longer wish to be capable of using with Mobile Banking.

When you access Mobile Banking with your Mobile Device, you will see a menu of available Mobile Banking functions (e.g., view balances; view or search for transactions; locate branches; execute specific types of internal or external funds transfers; etc.). From time to time we will add, and may modify or delete particular Mobile Banking functions or geographic

areas served by Mobile Banking. We may make such changes in functions or geographic service with or without prior notice. We reserve the right to refuse to make any transaction that you may request through Mobile Banking.

Not all functions that are described in your Primary Online Banking Agreement or available at your Primary Online Banking service website are available with Mobile Banking. All terms and conditions in your Primary Online Banking Agreement or on your Primary Online Banking service's website that limit or govern your use of Primary Online Banking functions will also limit and govern your use of those functions through Mobile Banking.

Mobile Banking Service Availability

In general, ProGrowth Bank's Mobile Banking Services are accessible 24-hours per day, seven days a week. However, ProGrowth Bank does not guaranteed that Mobile Banking will be available at all times. Occasionally, due to system maintenance or reasons beyond our control, the Mobile Banking service may be unavailable.

1. Neither we, nor any of our service providers, including Fiserv, can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions.
2. Neither we, nor any of our service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, mis-delivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking.
3. Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless Device or mobile network that you utilize to access Mobile Banking.
4. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
5. Information about activity is synchronized between the Mobile Banking software and our Website. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through our website. Information available directly through our website may not be available via the Mobile Banking software, may be described using different terminology, or may be more current than the information available via the Mobile Banking software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking software. Additionally, 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.

Transaction Processing

Transactions are only processed on business days. Every day is a business day, except Saturdays, Sundays, and Federal Holidays. A transfer initiated before 4:00 p.m. Central Standard Time ("CST") is normally posted to your account the same day. A transfer completed after 4:00 p.m. CST on a business day or at any time on a non-business day, as specified above, will be normally posted on the next business day.

Bill Payment Processing

A bill payment initiated before 12:00 p.m. CST on a business day will normally be processed on the same business day. A bill payment completed after 12:00 p.m. CST on a business day or on a non-banking day, as specified above, will normally be processed on the next business day.

We will use reasonable efforts to make Mobile Banking service available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking services (or any Mobile Banking Software) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking service may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Mobile Banking service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish Mobile Banking service in those instances, but we do not promise the Mobile Banking service will always be available for your use. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Mobile Banking services, or your inability to access Mobile Banking or to execute Mobile Banking functions.

Mobile Banking Transfers

You may use the Mobile Banking Browser Service to transfer funds between your eligible ProGrowth Bank accounts (Internal Transfers).

1. If you submit your transfer request prior to the 4:00 p.m. Central Time /2:00 p.m. Mountain Time deadline on regular business days, your Internal Transfer will take place on the same business day.
2. Transfer requests received after 4:00 p.m. Central Time/2:00 p.m. Mountain time on business days and all transactions which are requested on Saturdays, Sundays, or Bank holidays will be processed on the Bank's next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received.

Limits on Mobile Banking Transactions

Transactions conducted Mobile Banking are subject to all withdrawal and transfer limitations and excess activity charges, as described and disclosed in the ProGrowth Bank Deposit Account Agreements, Disclosures, and Schedule of Service Charges and Fees.

Limitations on the Frequency of Transfers

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Truth-in-Savings Disclosure. You may be subject to fees or account conversion if you exceed the transaction limits of your account using Mobile Banking or any other methods outlined in the Disclosure. Please see our schedule of fees at www.progrowth.com. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

Limitations on Money Market Account Transfers

Transfers from a money market deposit account to another account or to third parties by pre-authorized, automatic, ProGrowth Bank Mobile Banking, online banking, or telephone transfers are limited to six transactions per month or statement cycle, with no more than six transactions by check, debit (check) card, or similar order to third parties.

Limitations on Savings Account Transfers

Pre-authorized transfers from a savings deposit account, through an automated clearing house (ACH) or otherwise, telephone transfers, mobile banking, and wire transfers are limited to six transactions per month or statement cycle.

C. Termination of Account Access

We reserve the right to terminate the Mobile Banking, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to suspend temporarily Mobile Banking in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Online Banking ID or password as an indication of an attempted security breach. Termination of Mobile Banking does not affect your obligations under this Agreement with respect to occurrences before termination. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

D. Electronic Mail (Email)

You may choose to communicate with ProGrowth Bank using electronic mail. However, be advised that email transmissions are not secure. We strongly discourage you from sending confidential account information to ProGrowth Bank via email. ProGrowth Bank is not responsible for any error or problems of any kind involving your email. At no time will any ProGrowth Bank employee ask for confidential information over email.

We'll never initiate a request via email for your sensitive information like your Personal ID, Password, Social Security Number (SSN), Tax Identification Number (TIN), Employer Identification Number (EIN), Personal Identification number (PIN) or Account Number. For your safety, never share this information with anyone, at any time. If you receive an email asking for your sensitive information, or would like to report a suspicious email, forward it to help@progrowth.com or call us at 1-507-232-3488 or 1-888-634-3488.

E. Use of Existing and New Services

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software ("Software").

From time to time we may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device. By using the new services when they become available, you agree to be bound by the terms and conditions concerning those services.

F. Transfers and Error Resolution

Transfers and Error Resolutions are provided in the Electronic Funds Transfer Agreement and Disclosures for Online Banking. Please refer to the Agreement and Disclosures for complete information and rules regarding these topics.

G. Questions

We can answer any questions you have about the program in several ways. You can contact us at 1-507-232-3488 or 1-888-634-3488, or send a text message with the word "HELP" to this number: 99588. You can also email us via our website using the "Contact Us" option at www.progrowth.com.

NOTE: This is not a “secure” email and you should not put any information that is of a confidential nature, such as your Social Security Number or bank account number.

H. To Stop Mobile Banking

To stop Mobile Banking, notify ProGrowth Bank in writing or visit your local branch to request the service be cancelled.

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.

I. Fees Charged by ProGrowth Bank

Currently, we charge no fees to enroll in or use Mobile Banking. However, we may assess fees:

- (a) set forth in the other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft or funds transfer fees), or
- (b) for products and services that you may purchase through Mobile Banking.

We reserve the right to institute or change fees for Mobile Banking after sending you prior notice. See the section entitled “Amending this Agreement or Fees.” We will advise you of any fee changes prior to implementing them. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees.

In addition to ProGrowth Bank fees, all other fees associated with your accounts with your mobile (cell) phone service provider apply. Standard text messaging rates, data rates, other taxes, and additional fees from your mobile (cell) phone service provider may apply when using Mobile Banking services from ProGrowth Bank. We encourage you to check with your specific mobile (cell) phone service provider for more information on their fees and services.

J. Mobile Device and Mobile Communications

It is your responsibility to acquire the software or equipment necessary to use this Banking Service. To access Online Banking and to perform transactions, you must have an Internet access with a web browser that supports 128-bit encryption. You acknowledge that access to this Banking Service and the availability of services hereunder is at all times conditioned upon the availability of the computer services, software and system used to communicate your instructions and the Bank’s responses.

You are responsible for providing your own Mobile Device that supports 128-bit encryption. Mobile Banking users must download, install and use certain software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk. To download Mobile Banking Software, please follow the instructions found in the Mobile Banking section of your Primary Online Banking site. Depending on its make and model, your Mobile Device may need to be capable of receiving an SMS text message to initiate the download.

You are responsible for obtaining your own mobile communications service provider. Your mobile communications service provider may charge you for Internet-related use and for text (SMS) messages, so please see your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

ProGrowth Bank does not guarantee that your mobile phone/mobile phone service plan will be compatible with our Mobile Banking service. You are responsible for understanding the operation and maintenance of your mobile phone. ProGrowth

Bank is not responsible for any errors or problems related to your mobile phone, mobile provider, or mobile internet access. Nor are we responsible for any fees assessed by your telephone company, internet service provider, or any other outside party.

We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking. This Agreement does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Your Mobile Device supplier and your mobile communications service provider are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

We are not responsible for errors or delays or your inability to access the service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

Mobile phones with internet capabilities are susceptible to viruses. Your Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). You are responsible for making sure that the mobile phone they are using to access Mobile Banking is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively, referred to as "viruses"), which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party.

We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk. ProGrowth Bank will not be responsible or liable for any indirect, incidental, special or consequential damages that may result from such harmful components being present on the mobile phone, nor will ProGrowth Bank be responsible or liable if sensitive information accessed via our Mobile Banking service is intercepted by a third party due to any of the above named "viruses" residing or being contracted by the customer's mobile phone at any point or from any source.

K. Privacy and User Information

You acknowledge that in connection with your use of Mobile Banking, ProGrowth 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"). ProGrowth 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. ProGrowth 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. [Please see information about our security and privacy practices and read our Privacy Policy](#) by visiting www.progrowth.com.

L. User Responsibility

ProGrowth Bank highly recommends using password protection on your Mobile Device.

You represent and agree to the following by enrolling in or using Mobile Banking:

1. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking.
2. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete and that you have the right to provide such information to us for the purpose of using Mobile Banking.
3. You agree not to misrepresent your identity or your account information.
4. You agree to keep your account information up to date and accurate.
5. You represent that you are an authorized user of the Device you will use to access Mobile Banking.
6. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking.
7. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you.
8. You agree to inform us of any change in phone number, loss of phone (for example, the phone being outside of your control) or any other change that might affect providing the Mobile Banking Service to you, the customer.
9. You agree to accept all responsibility for any instructions sent to ProGrowth Bank from the Device and authorize ProGrowth Bank to act on these instructions.
10. You agree that it is your responsibility to contact us if you know or suspect unauthorized use of your User Name and/or password.
11. You agree not to provide your User Name, password, or other access information to any unauthorized person. As a ProGrowth Bank Online Banking customer, you have chosen a User Name and Password which allows you access to our service. You are responsible for keeping your User Name and Password confidential and for ensuring that you have logged out when your session is complete to prevent unauthorized access. Please review our Online Banking Agreement and Disclosure for further information.
12. You agree to tell us at ONCE if you believe that an electronic fund transfer has been made without your permission or there are transactions posted to your account that you did not authorize.
 - a. If you tell us within four (4) days after you learn of the loss or theft of your mobile device you will lose no more than \$50, if someone used your mobile device without your permission.
 - b. If you do NOT tell us within four (4) business days after you learn of the loss or theft of your mobile device you could lose as much as \$300.
13. You understand and agree that we make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States.
14. You understand and agree that accessing Mobile Banking from locations outside of the United States is at your own risk.

M. 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:

- (i) transmit or disseminate 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) transmit or disseminate material that infringes or violates any third party's copyright, patents, trademark, trade secret, 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, including any rights in the Software;
- (iii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity;
- (iv) transmit or disseminate material or data, that is illegal, or material or data, as determined by ProGrowth 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 ProGrowth Bank or any third-party service provider involved in the provision of Mobile Banking;
- (v) transmit or disseminate 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;
- (vi) transmit or disseminate 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;
- (vii) transmit or disseminate any material or information that is false, misleading, or inaccurate;
- (viii) transmit or disseminate any material that would expose ProGrowth Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or
- (ix) transmit or disseminate 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.

N. Location-Based Information

If you use any location-based feature for Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you may cease using location-based features of Mobile Banking.

O. 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 and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

P. Use of Data

We, and our service providers, will use information you provide for purposes of providing Mobile Banking and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking in a month).

Q. Export Controls

Software programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You also acknowledge that you, not ProGrowth Bank, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

R. Third Party Beneficiary

You agree that our service providers may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries to this Agreement, with the power to enforce its provisions against you.

S. Proprietary Rights

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

T. Mobile Banking License Rights Generally and ProGrowth Bank Liability

In connection with your use of Mobile Banking Software, we and our licensors (or other third-parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) will require your agreement to certain license rights arrangements and/or end-user agreements ("Licenses"). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, you will be evidencing your acceptance of the terms and conditions of those Licenses. We may also condition your use of Mobile Banking Software upon you affirming such Licenses by the use of "I Accept" dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

We and our service providers (including without limitation third-party providers of Mobile Banking Software) reserve all rights not granted to you in this Agreement and under the terms of such Licenses. If you obtain a different Mobile Device, you will be required to download and install Mobile Banking Software, to that different Mobile Device, under the same terms set forth in this Agreement. You agree to delete all such software from your Mobile Device promptly if the Licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision of Mobile Banking Software by other licensors and third-parties.

ProGrowth Bank makes no representations or warranties whatsoever with regard to Third Party Service Providers' products or services. Likewise, ProGrowth Bank makes no warranty of any kind, express or implied that our Mobile Banking service will be uninterrupted. We do not, and cannot, warrant that the Service will operate without error, or that it will be available at all times. Accordingly, ProGrowth Bank shall not be liable for any loss, damage, whether direct or indirect, costs, charges or expenses incurred by you due to a delay in or the inability to provide the Mobile Banking Services. You agree that neither we nor our suppliers or our directors, officers or employees be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, virus, malware, loss of data or other similar loss. To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING OR MOBILE BANKING SOFTWARE, MOBILE BANKING SERVICES AND MOBILE BANKING SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

U. Indemnification

You agree to indemnify, defend and hold harmless ProGrowth Bank, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from:

- (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service;
- (b) your violation of any law or rights of a third party; or
- (c) your use, or use by a third party, of Mobile Banking.

I have read and agree with the Mobile Banking Agreement and Disclosure. I agree that I have reviewed this Agreement, understand the terms and conditions set forth, meet all requirements and that I do want to enroll in Mobile Banking for my eligible accounts and agree to be bound hereby.

V. Additional Terms and Conditions in Related Agreements with Us

Your use of Mobile Banking is subject to the terms and conditions of your Primary Online Banking Agreement (as amended from time to time). Without limitation, this Agreement is supplemented by your Primary Online Banking Agreement's provisions regarding disclaimers of warranties, limitations on our liability, indemnity, amendments, dispute resolution terms and procedures, and definitions. For consumer customers, this Agreement is also subject to consumer protection provisions in the (personal) Online Banking Agreement, including limitations on consumer customers' liabilities for

unauthorized transfers, and contacting us concerning questions or errors. In the event of any specific conflicts between this Agreement and the terms of your Primary Online Banking Agreement, the terms of this Agreement will govern.

In addition, each deposit account or credit account that you access using Mobile Banking, and each transaction made in such accounts using Mobile Banking, remains subject to the general terms, conditions, and agreements governing those accounts (e.g., as applicable, the deposit account agreement, credit cardholder agreement, line of credit agreement, etc.).

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

W. Amending this Agreement or Fees

We may amend this Agreement at any time by sending notice as described in your Primary Online Banking Agreement; provided, however, that this Agreement governs our right to provide you with that notice electronically. You may choose to accept or decline the change. By continuing to use Mobile Banking after the effective date stated in the notice, you are deemed to accept that change.

X. Lost or Stolen Mobile Device or Password; Unauthorized Transactions

If you believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at 1-507-232-3488 or 1-888-634-3488 or visit www.progrowth.com. For additional information regarding your and our rights and responsibilities regarding unauthorized transactions, please review your Primary Online Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account.

Y. Trademarks

Amazon, Kindle, Kindle Fire, the Amazon Kindle logo and the Kindle Fire logo are trademarks of Amazon.com, Inc. or its affiliates, registered in the U.S. and other countries.

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BlackBerry®, RIM®, Research In Motion® and related trademarks, names and logos are the property of Research In Motion Limited and are registered and/or used in the U.S. and countries around the world. Used under license from Research In Motion Limited.

iPhone® and iPad® are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Windows® Phone is a trademark of the Microsoft group of companies.

Windows® is a trademark of the Microsoft group of companies. Windows is a registered trademark of Microsoft Corporation in the United States and other countries.

ProGrowth® is a registered trademark and the ProGrowth® Bank logo is a registered trademark.

Z. In Case of Errors or Questions about Your Account

In case of errors in or questions about your deposit or credit accounts, contact our Customer Service Center at 1-507-232-3488 or 1-888-634-3488 or visit www.progrowth.com. For additional information regarding your and our rights and responsibilities regarding errors in or questions about your accounts and how such errors and questions are processed, please review your Primary Online Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account.

For questions or concerns about the Mobile Banking service itself, you may call us at 1-507-232-3488 or 1-888-634-3488 or visit www.progrowth.com or by mail at:

ProGrowth Bank
Mobile Banking Support
ATTN: HELP Center
P.O. Box 77
Nicollet, MN 56074-0077

Contact Information - How can I contact ProGrowth Bank?

By U.S. Mail

| | |
|--------------------------|---|
| ATTN: Compliance Officer | Toll-Free: (888) 634-3488 |
| ProGrowth Bank | Local: (507) 237-5535 |
| 320 Main Avenue | Fax: (507) 237-5197 |
| PO Box 266 | Email: Disclosures@progrowth.com |
| Gaylord, MN 55334-0266 | Website: www.progrowth.com |

By Email

If you have questions about anything contained in this document, please contact ProGrowth Bank by emailing us at: Disclosures@progrowth.com

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V. FISERV END-USER AGREEMENT.

Our primary licensor for the Mobile Banking services is Fiserv, which has provided us the right to enter into the following end user agreement (the “End User Agreement”) with you for the use of the Fiserv Software (defined below). By enrolling in Mobile Banking, and during such time as we maintain our rights to license the Fiserv Software, you hereby agree as follows:

1. General

Access to Mobile Banking via your Mobile Device is powered by the mobile technology solution owned by Fiserv. Fiserv is not the provider of any of the financial services available to you through the “Fiserv Software” (defined below), and Fiserv is not responsible for any of the materials, information, products or services made available to you through the Fiserv Software.

2. Ownership

You acknowledge and agree that Fiserv is the owner of all rights, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the “Fiserv Software”). You may not use the Fiserv Software unless you have first accepted the terms of this End User Agreement.

3. License

Subject to the terms and conditions of this End User Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Fiserv Software (in machine readable object code form only) in accordance with the terms of this End User Agreement and for the sole purpose of enabling you to use and enjoy the benefits of ProGrowth Bank’s services made available via the Fiserv Software. This is not a sale of the Fiserv Software. All rights not expressly granted to you by this End User Agreement are hereby reserved by Fiserv, Inc. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Fiserv Software. This license may be terminated at any time, for any reason or no reason, by you or Fiserv, Inc. Upon termination, you agree to immediately destroy all copies of any Fiserv Software which has been downloaded to your Mobile Device or otherwise in your possession or control.

4. License Revocation

This License shall be revoked immediately upon any of the following conditions:

- (i) your termination of Mobile Banking;
- (ii) your deletion of the Software from your Wireless Device;
- (iii) your noncompliance with this Agreement; or
- (iv) written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of Software such as Fiserv) reserve all rights not granted to you in this Agreement.

5. Restrictions on Use of the Software

The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not:

- (i) modify, change, alter, revise, translate, or create any derivative works of the Fiserv Software;
- (ii) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the Fiserv Software;
- (iii) copy or reproduce all or any part of the technology or Fiserv Software;

- (iv) interfere, or attempt to interfere with the technology or Fiserv Software;
- (v) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Fiserv Software; or
- (vi) remove or alter any proprietary notices, legends, symbols or labels in the Fiserv Software, including, but not limited to, any trademark, logo or copyright.

The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You agree that you:

- (a) will not print, copy, or duplicate any portion of the Software,
- (b) will not alter any copyright notices on the Software,
- (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use,
- (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph,
- (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and
- (f) will comply with all of our procedures and requirements for use of the Software.

The provisions of this section will survive termination of this Agreement.

6. Updates

The terms of this End User Agreement will govern any updates that replace and/or supplement the original Fiserv Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

7. Text Messages

Text messaging is conducted between you and ProGrowth Bank. You and ProGrowth Bank are solely responsible for the content transmitted through text messages sent between you and ProGrowth Bank. You must provide source indication in any text messages you send (e.g., mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your mobile communications service provider.

8. Consent to Use of Data

You agree that Fiserv may collect and use technical data and related information, including but not limited to technical information about your Mobile Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Fiserv Software. Fiserv may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

9. Export Restrictions

You may not use or otherwise export or re-export the Fiserv Software except as authorized by United States law and the laws of the jurisdiction in which the Fiserv Software was obtained. In particular, but without limitation, the Fiserv Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Fiserv Software, you represent and warrant that you are not located in any country or on any such list. You also agree that you will not use the Fiserv Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons.

10. U.S. Government Restricted Rights

The Fiserv 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 Fiserv Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this End User Agreement.

11. Disclaimer of Warranty

THE FISERV 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 FISERV SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE FISERV SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE FISERV SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE FISERV SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FISERV OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE FISERV 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, FISERV'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE FISERV SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Miscellaneous

This End User Agreement constitutes the entire agreement between you and Fiserv concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Minnesota, excluding that body of laws pertaining to conflict of laws. If any provision of that portion 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 End User Agreement are subject to the exclusive jurisdiction of the courts of Minnesota and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are 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.