

CARSON BANK

EST. 1886

Mobile Banking Enrollment Terms and Conditions

END USER TERMS

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

SECTION A

CARSON BANK TERMS AND CONDITIONS

By use of Carson Bank Mobile Banking services "**Mobile Service**", you agree to be bound by these Terms and Conditions as well as the terms and conditions set forth in the Carson Bank Personal Internet Banking and Mobile Banking Agreement, Carson Bank Online Bill Payment and e-Bill Presentment Terms and Conditions, Internet User Agreement, Account Deposit Agreement and Electronic Fund Disclosure, including all amendments, addendums or revisions to any or all of such agreements and disclosures. In order to access the Mobile Service you must be a current Carson Bank customer enrolled in Carson bank Online Internet Banking and have a compatible mobile device with a mobile web browser and a data plan.

The Mobile Service is combined with your handheld text messaging capabilities. For help, text "HELP" to 79680. To cancel your plan, text "STOP" to 79680 at any time. **Message and data rates may apply. One text message per query.**

In case of questions please contact customer service at **316-777-1171 or toll free at 888-571-2233**. In order for your device to be able to use Mobile Service, your wireless service provider, including but not limited to: AT&T, T-Mobile, U.S. Cellular, Sprint, Verizon Wireless, Metro PCS and Cricket, may charge additional fees for text messaging (including short message services) or data plans based upon your individual plan. These fees are your responsibility. **The wireless carriers are not liable for delayed or undelivered messages.**

Carson Bank does not make any representations that Mobile Service will support all mobile devices or all versions of any particular model of a mobile device.

Carson Bank will use reasonable commercial efforts to provide, in the Mobile Service, current and accurate information, but you acknowledge that the information is not provided in a "real-time" basis; there may be a delay in time prior to seeing transactions or changes in balance, and transactions may not finally post in the order shown in the Mobile Service.

You represent you are an authorized user of the mobile device to be used with the Mobile Service. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Mobile Service. You will contact your wireless service provider and Carson Bank immediately if your mobile device is lost or stolen. You will also immediately cancel or discontinue any and all "alerts" which you have set up through Carson Bank Online Internet Banking, Bill Pay or the Mobile Service.

These terms and conditions included in Section A shall be governed by and construed in accordance with the laws of the state of Kansas without regard to the principals of conflicts of laws. All parties agree that any and all disputes relating to these terms and conditions and the parties hereto are subject to the exclusive jurisdiction of the courts of Kansas.

Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Carson 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 Carson Bank and not by any other third party. You and Carson Bank are solely responsible for the content transmitted through the text messages sent to and from Carson Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

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

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

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

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

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

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

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

Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

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