

## MOBILE BANKING END USER TERMS AND CONDITIONS

The Mobile Banking Services are provided to you by Rabobank, N.A. (“Rabobank”, “we”, “us”, or “our”) and powered by a third party (the “Licensor”) mobile technology solution. Section A of these End User Terms and Conditions is a legal agreement between you and Rabobank. Section B of these End User Terms and Conditions is a legal agreement between you and the Licensor.

### SECTION A

#### **Rabobank, N.A. End User Terms and Conditions Mobile Banking Addendum to Personal Online Banking Agreement**

**You have a choice of whether or not to “Accept” the terms and conditions of this Addendum. IF YOU CHOOSE TO CLICK “ACCEPT”, YOU REPRESENT THAT YOU AGREE TO THE TERMS AND CONDITIONS OF BOTH THE PERSONAL ONLINE BANKING AGREEMENT AND THIS MOBILE BANKING ADDENDUM. If you do not click “Accept”, you have chosen not to accept the terms and conditions of this Addendum and your access to Mobile Banking Services will not be activated.**

**Acceptance of this Addendum and the Personal Online Banking Agreement** – You accept the terms and conditions of this Mobile Banking Addendum (“Addendum”), and confirm acceptance of the terms and conditions of the Personal Online Banking Agreement (“Agreement”) that governs your use of our online banking system (“Online Banking”), as well as any amendments that may be made to this Addendum or the Agreement from time to time, not only by clicking "Accept" when you enroll in mobile banking (“Mobile Banking Services”), but also by using Mobile Banking Services. Except to the extent otherwise defined in this Addendum, defined terms will have the meaning provided in the Agreement. To the extent there are conflicts between the terms of this Addendum and the Agreement, this Addendum will control.

The accounts that you access using Mobile Banking Services also are subject to the terms and conditions of the Understanding Your Deposit Account Agreement & Disclosure or other deposit account agreement, including any addendums and additional disclosures and agreements (“Deposit Account Agreement”) provided to you in connection with any deposit account accessed through Online Banking, or the loan agreement, including any addendums and additional disclosures, agreements, and other documents, (“loan agreement”) provided to you in connection with any loan accessed through Online Banking, as supplemented and modified by the Agreement and this Addendum. This Addendum applies only to accounts established primarily for personal, family, or household purposes.

**Description of Mobile Banking Services** - Mobile Banking Services provides wireless access to designated checking, savings, money market, certificates of deposit, and loan accounts (“linked accounts”), using a supported wireless access device (“Wireless Access Device” or “device”) to do the following:

- Perform account inquiries on linked accounts;
- Initiate bill payments to third party payees that have been established through Online Banking (you will not be able to establish new payees through Mobile Banking Services);
- Transfer available funds between your linked accounts (transfer restrictions may apply and the Bank reserves the right to refuse account linkage requests, at its discretion. Refer to your Deposit Account Agreement for further details, as applicable);
- Transfer funds to your loan accounts from linked deposit accounts;
- Deposit Checks to your eligible checking, savings, or money market accounts at Rabobank (“Eligible Deposit Accounts”) using the Mobile Deposit Service (as discussed below).

**Text Messaging Services Terms and Conditions** – Thank you for using Rabobank Mobile Banking combined with your handheld’s text messaging capabilities. For help text “HELP” to 49794. To cancel the text messaging services for mobile banking, send a text “STOP” to 49794 at any time. In case of questions, please contact customer service at 49794 or call 1-800-942-6222.

A. The text messaging 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 Rabobank. 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 services.

B. The text messaging services are provided by Rabobank and not by any other third party. You and Rabobank are solely responsible for the content transmitted through the text messages sent to and from Rabobank. You must provide source indication in any messages you send (*e.g.*, mobile telephone number, “From” field in text message, etc.).

C. Rabobank offers you mobile access to certain account information over the Short Message Service (“SMS”), commonly referred to a “Text Banking.” For example, you may request information about your account balance by texting “B” to 49794 and a text message will be sent back to you that includes your account balance information. Text Banking must be set-up through the Online Banking system. After successfully entering your Online Banking system login credentials, you may enroll in Text Banking by registering your Wireless Access Device. To register your Wireless Access Device, you must enroll, activate, and verify your mobile phone number. To verify the mobile phone number, you will receive a text message with a verification code that you must enter on the Online Banking website. If you elect to use Text Banking, you acknowledge that messages that respond to requests you have made by text will be automatically sent to your Wireless Access Device. You may disable Text Banking at any time by texting the word “STOP” to 49794 or by accessing the Mobile Banking Center through the Online Banking system and deactivating Text Banking.

D. You assume all responsibility for the secure receipt of the text messages and acknowledge that text messages delivered through Text Banking are not sent through a secure channel and may be intercepted or read by others. Receipt of such messages may be delayed or prevented by factor(s) affecting your phone service provider(s) and other relevant entities. We neither guarantee the delivery or the accuracy of the contents of any text message. We will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any text message; (ii) inaccurate content in a text message; or (iii) your use or reliance on the contents of any text message for any purposes. We reserve the right to terminate any request submitted through Text Banking at any time. The information in any response provided through Text Banking may be subject to certain time lags and/or delays.

E. Data obtained from you in connection with Text Banking may include your mobile phone number, your wireless carrier’s name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve, Text Banking. Your wireless carrier and other service providers may also collect data from your use of Text Banking, and their practices are governed by their own policies. We will use the information you provide to Text Banking only to transmit responses to requests you have made through Text Banking or as otherwise described in this Addendum. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with Text Banking, you agree to provide accurate, complete, and true information.

**Access and Use of Mobile Banking Services** – Your access to Mobile Banking Services is subject to our prior and ongoing approval. We may deny your access to all or any part of Mobile Banking Services, at our sole discretion. We also reserve the right, in our sole discretion, to refuse to make any transaction you request through Mobile Banking Services.

To be eligible for all or any part of Mobile Banking Services, we require you to be a current customer enrolled in Online Banking and have an active Eligible Deposit Account in good standing with Rabobank. We reserve the right to determine and to revise, in our sole discretion, the criteria for determining which accounts are eligible and in good standing.

Once you have enrolled in Online Banking, you may enroll in Mobile Banking Services through SMS messaging activation and/or through the Rabobank Mobile Application (“Mobile App.”). To activate Mobile Banking Services through the Mobile App. using your Wireless Access Device, you must accept the terms and conditions in this Addendum when you download the Mobile App. Designated accounts linked to your banking relationship will be accessible through your Wireless Access Device. To access and utilize Mobile Banking Services you will need a Wireless Access Device which complies with our current access requirements, as posted on our website and updated from time to time. In order to properly use Mobile Banking Services, you should review and follow the instructions provided in Online Banking. You agree to accept responsibility for learning how to use Mobile Banking Services in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking Services. You also accept responsibility for making sure that you know how to properly use your Wireless Access Device.

Information about activity is synchronized between the Mobile Banking software and our Online Banking website. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through Online Banking. Information available directly through Online Banking may not be available via Mobile Banking Services, may be described using different terminology, or may be more current than the information available via Mobile Banking Services, including but not limited to account balance information. The method of entering instructions via Mobile Banking Services also may differ from the method of entering instructions through Online Banking. We are not responsible for such differences, whether or not attributable to your use of Mobile Banking Services.

Additionally, you agree that neither we nor any of our service providers will be liable for any errors or delays or for any actions taken as a result of these differences.

To the extent Mobile Banking Services involves our having granted you software license (“Software”) usage rights, such grant shall be a personal, non-exclusive, non-transferable right to access and use Mobile Banking Services for your personal use only in accordance with this Addendum. Mobile Banking Services does not involve the sale of software. Nothing in this Addendum will entitle you to receive technical support, telephone assistance regarding the Software, or updates to Software. Upon termination, you agree to immediately destroy all copies of any Software which have been downloaded to your Wireless Access Device or otherwise in your possession and control as part of your access and use of Mobile Banking Services. Without limiting the generality of the foregoing, you agree not to: (i) make Mobile Banking Services available or allow use of Mobile Banking Services in a computer bureau service business, or on a timesharing basis, or (ii) otherwise disclose or allow use of Mobile Banking Services by or for the benefit of any third party.

**Mobile Access: Fingerprint Identification Access** – Depending upon your Device and Device settings, you may be able to configure the Mobile App to allow access to your mobile banking account by utilizing fingerprint identification. If you chose to enable the fingerprint identification function you are responsible for the proper and responsible use of this functionality in accordance with this Access and Use of Mobile Banking Services section. Please be aware if you store fingerprints of other persons on your Device, those other persons will also be able to access your account via the Mobile App. You agree that neither Rabobank nor any of our service providers will be liable for any access or resulting errors caused by your use of fingerprint identification. We reserve the right to discontinue the availability of this functionality at any time for any reason.

**Mobile Deposit Service Terms and Conditions** – The Mobile Deposit Service is designed to allow you to present original paper checks that are made payable only to you in U.S. dollars (“Checks”) for deposit to your linked accounts with Rabobank, N.A. (“Rabobank”, “we”, “us”, or “our”) using the Mobile App. Using the Mobile Deposit Service, you will capture digitized images of Checks (“Imaged Checks”) using applicable Software and a supported Wireless Access Device and transmit those images and other data to us electronically, subject to the limitations set forth in these Mobile Deposit Service Terms and Conditions. The Imaged Checks then will be processed electronically. You acknowledge that your license to use the Software (“Software”) required for the Mobile Deposit Service is directly from the Software provider, pursuant to the license agreement that appears when the Software is electronically accessed by you or otherwise provided to you. You agree that you are solely responsible for any data that is transmitted, supplied, or entered, by you or anyone on your behalf, or any transaction we receive, through the Mobile Deposit Service, even if it is not authorized by you.

A. Your Responsibilities. In order to deposit Checks using the Mobile Deposit Service, you must maintain one or more bank accounts at Rabobank for the receipt of the deposit of Checks. In addition, in connection with your use of the Mobile Deposit Service, you agree to comply with each of the following:

- (i) You are responsible for understanding how to use the Mobile Deposit Service;
- (ii) You will follow our instructions for capturing and transmitting Imaged Checks and other information to us;
- (iii) You will view each Imaged Check as it is scanned to ensure that the images (front and back) are being captured properly;
- (iv) You will use the Mobile Deposit Service only to deposit Checks that are made payable only to you;
- (v) You will not use the Mobile Deposit Service to deposit a Check in an amount greater than \$2500.00 or to deposit more than ten (10) Checks per day. You will not make total deposits using the Mobile Deposit Service that exceed \$2500.00 in any one business day or that exceed \$5000.00 in any 25 business day period. For Checks deposited on the same business day through the Mobile Deposit Service, you understand and agree that the limit provided above will be based on the order in which an item is approved. The order in which we process those items is in our sole discretion and we will notify you which deposits were approved or declined. If you make multiple deposits in a business day, those deposits may not be processed in the same order in which you deposited them and you may not receive approval or declination in the same order;
- (vi) You will not use the Mobile Deposit Service to deposit any of the following (“Non-qualifying Items”):
  - a. Checks payable to others (even if endorsed over to you);
  - b. Substitute Checks (*i.e.*, paper checks created from an electronic image);

- c. Checks that are irregular in any way (*e.g.*, where the numerical and written amounts are different);
- d. Checks that have previously been returned unpaid for any reason;
- e. Checks that are postdated or more than six (6) months old;
- f. Checks drawn on a foreign bank or payable in a foreign currency;
- g. Checks payable to “Cash”;
- h. Checks drawn on another account owned by you with us or any other financial institution, or on a deposit account of any business entity of which you are a principal, officer, or authorized signer;
- i. Registered government warrants;
- j. Travelers Checks, Money Orders, or Postal Orders; or
- k. Checks you suspect may be fraudulent or not properly authorized.

(vii) You will use the Mobile Deposit Service, including the scanning, entering, processing, and transmitting of Checks, in accordance with the Deposit Account Agreement, the Personal Online Banking Agreement, this Mobile Banking Addendum (including these Mobile Deposit Service Terms and Conditions), and all instructions (including on-line instructions) relating to the Mobile Deposit Service that we may provide to you from time to time in connection with the Mobile Deposit Service (collectively, “Documentation”). In addition, you will provide, at your own expense, a supported Wireless Access Device that complies with our current access requirements, as posted on our website and updated from time to time, with an active Internet connection;

(viii) You will verify our receipt of the deposits you make through the Mobile Deposit Service by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating with us in any investigation and resolving any unsuccessful or lost transmission;

(ix) You will notify us immediately, in writing, if you discover:

- a. Any error or discrepancy between your records and the information we provide to you about your accounts or transactions (*e.g.*, in a statement, confirmation, or electronic report);
- b. Unauthorized transactions involving any account;
- c. A breach in confidentiality of any password; or
- d. Other problems related to the Mobile Deposit Service.

The written notice must be sent to us at Rabobank, Bank Support, P.O. Box 6002, Arroyo Grande, CA 93421-6002.

(x) You must install any Software or Mobile Applications (“Apps”) and implement any changes or upgrades to the Software or Apps that we may require within 5 days of the time we notify you of the required installation, change, or upgrade;

(xi) After you have submitted an Imaged Check using the Mobile Deposit Service, you agree to prominently mark the original (“Original Check”) of that Imaged Check as “Deposited through Mobile Deposit Service” and securely store and hold the Original Check for 14 days before you properly dispose of the Original Check to ensure that it is not deposited or otherwise re-presented for payment. You further agree to never re-present or re-deposit a Check that has been transmitted using the Mobile Deposit Service without our prior authorization. You agree to store and destroy the Original Checks and any copies of such checks in a way that ensures that others cannot gain access to them. You will promptly provide any retained Check, or a sufficient copy of the front and back of the Check, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any Check, or for our audit purposes;

(xii) You understand and agree that if a Check is not paid by the financial institution upon which the Check is drawn, or is otherwise returned for any reason, your account will be charged for the amount of the Check plus any associated fee as disclosed in the Deposit Account Agreement. Our right to charge your account will apply without regard to whether the Check is timely returned to us or whether there is any other claim or defense that the Check has been improperly returned to us; and

(xiii) You will not engage in any activity directly or indirectly related to the use of the Mobile Deposit Service that is illegal or fraudulent.

B. Your Representations and Warranties. You make each of the following representations and warranties with respect to each Check transmitted by you using the Mobile Deposit Service:

(i) You have the legal right to deposit and negotiate the Check, regardless of the name of the payee shown on the Check;

(ii) You are the holder of the Check and the person entitled to enforce it;

(iii) The Imaged Check is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check as of the time you converted the Original Check to an Imaged Check;

(iv) The Imaged Check contains all endorsements applied by parties that previously handled the Original Check in any form for forward collection or return;

(v) You have not taken any action that would obscure, alter, or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another bank from capturing or processing such information;

(vi) You make all warranties that would otherwise apply to the Check if it had been a paper item deposited with us. For example, you warrant that the Check has not been altered and you have a right to enforce the Check;

(vii) You make all encoding, transfer, presentment, and other warranties that we or any correspondent bank we use are deemed to make by applicable law, including without limitation those applicable under the California Uniform Commercial Code, federal Regulation CC, federal Regulation J, and the rules of any image exchange network;

(viii) There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument, or otherwise and you assume responsibility for any such duplicate presentment of any Check;

(ix) The Check is not a Non-qualifying Item (as described in section A. *Your Responsibilities*, above);

(x) You will only use the Mobile Deposit Service for lawful purposes and in compliance with applicable law and will not conduct any transactions that would violate the laws of any state or the United States;

(xi) You will not submit files containing malicious code; and

(xii) Each time you transmit Imaged Checks and other information to us, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).

In addition to any indemnification obligations you have under the Deposit Account Agreement, the Personal Online Banking Agreement, and this Mobile Banking Addendum, and except to the extent expressly prohibited by applicable law, you agree that you will indemnify, defend, and hold harmless Rabobank, its affiliates, licensors, and providers of the Software and the Mobile Deposit Service, and their respective directors, officers, shareholders, employees, and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, costs, expenses (including reasonable attorneys' fees and other legal expenses), liabilities, penalties, fines, and other losses that result from or arise out of acts or omissions of yours, or any person acting on your behalf, in connection with your use of the Mobile Deposit Service or processing of Imaged Checks, including without limitation (i) your breach of any representation or warranty or your failure to comply with any other term or condition for use of the Mobile Deposit Service, (ii) any modifications or changes you make, without our written consent, to the Software, Apps, or other equipment used for the Mobile Deposit Service, (iii) any misuse of the Mobile Deposit Service, (iv) your failure to comply with applicable state and federal laws

and regulations, (v) actions by third parties, such as the introduction of a virus, that delay, alter, or corrupt the transmission of Imaged Checks or information to us, or (vi) any claim by any recipient of a Substitute Check corresponding to a Check you have transmitted using the Mobile Deposit Service, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check.

C. Our Rights and Responsibilities. For all Imaged Checks transmitted by you using the Mobile Deposit Service we may, in our sole discretion, determine the manner of processing. All processing and presentment will be done in accordance with timeframes and deadlines set forth in the Documentation and as otherwise established by us from time to time. We will process any returned Checks in accordance with applicable law and, unless otherwise agreed by you and us, in accordance with the Documentation.

We at our sole option, with or without cause, at any time and from time to time, may refuse to process any Checks transmitted using the Mobile Deposit Service. We reserve the right to modify the types of Checks acceptable for deposit using the Mobile Deposit Service at any time without prior notice. Our processing of any Non-qualifying Item does not obligate us to process any such Non-qualifying Items in the future and we may refuse to process Non-qualifying Items at any time, without cause or prior notice.

The Mobile Deposit Service is available for use at all times through our Mobile App, except during maintenance periods, or such other hours as established by us from time to time. However, transmissions made after our cut-off hour on a business day, or on any day that is not a business day, are treated as occurring on the next business day.

Subject to our right to hold funds as otherwise provided in the Documentation, availability of funds from Checks deposited using the Mobile Deposit Service will be subject to our standard funds availability schedule as set forth in the Deposit Account Agreement, which may be amended from time to time. It is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet our funds availability schedules.

Imaged Checks processed for deposit through the Mobile Deposit Service will be deemed to have been received by us for deposit at the time the Imaged Checks are actually received and accepted. A deposit of Imaged Checks will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) we have preliminarily verified that the image quality of the Imaged Checks is acceptable to us in our discretion; (ii) we have preliminarily verified that all information on the Checks is complete and accurate; and (iii) we have successfully performed all further validation routines with respect to the deposit.

Subject to our funds availability schedule, your account will be provisionally credited upon our acceptance of the Imaged Checks. Notwithstanding the foregoing, Imaged Checks received by us for deposit may be rejected by us in our sole discretion. We may elect, but are not required, to verify the authenticity of the content of any Imaged Checks transmitted by placing a call to any owner or authorized signer on the linking account.

Once a Check has completed the acceptance process, it will be considered ready for presentment. We will use commercially reasonable efforts to present Checks for payment to the applicable endpoint within a reasonable period of time following our acceptance of the Checks.

If for any reason, or no reason, we choose to not accept an Imaged Check for deposit, you may then submit the Original Check to us for processing or contact the maker to reissue the Check. If you submit the Original Check for processing, we reserve the right to refuse to process the Check for deposit and presentment and may instead require you to have the maker reissue the Check.

From time to time, we may establish exposure limitations and assign them to you. We will be excused from failing to act or delay in acting, if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond our control. In the event of any of the foregoing failures or delays, you acknowledge that you may instead deposit directly with us any Original Check for processing and presentment provided such Original Check has not been previously imaged and processed in connection with the Mobile Deposit Service.

D. Limitation of Liability. Except as otherwise stated in the Personal Online Banking Agreement, this Mobile Banking Addendum, and these Mobile Deposit Service Terms and Conditions, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Mobile Deposit Service. We will not be responsible for any loss, delay, cost, or liability which arises, directly or indirectly, in whole or in part, from:

- (i) Your actions or omissions, or those of third parties who are not within our immediate and reasonable control;

- (ii) Your negligence or breach of any agreement with us;
- (iii) Any ambiguity, inaccuracy, or omission in any information provided to us;
- (iv) Any error, failure, or delay in the transmission or delivery of data, records, or Checks due to a breakdown in any computer or communications facility;
- (v) Accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g. from fire suppression systems), or acts of God;
- (vi) Causes beyond our reasonable control;
- (vii) Our inability to confirm to our satisfaction the authority of any person to act on your behalf;
- (viii) Your failure to provide us with complete and correct Check images and data in accordance with the Documentation;
- (ix) The return of any Check by the institution upon which it is drawn;
- (x) The unavailability of the Mobile Deposit Service for any reason;
- (xi) Any information that is lost, intercepted, or destroyed during its transmission to us; or
- (xii) Limitations placed on transactions by the Federal Reserve, clearing house, or exchange network rules or guidelines.

E. Termination or Suspension of Service. You or we may terminate your use of the Mobile Deposit Service or revoke the eligibility of a linked account at any time, with or without cause. We may deny access to the Mobile Deposit Service without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Mobile Deposit Service or if we believe such action is necessary for security reasons. We may suspend or terminate the Mobile Deposit Service without prior notice to you if:

- (i) You breach any agreement with us;
- (ii) We believe there has been or may be a breach in the security of the Mobile Deposit Service or unauthorized activity involving your account; or
- (iii) We are uncertain regarding the authorization, completeness, or accuracy of Check information sent to us.

Any termination will not affect obligations arising prior to termination, such as the obligation to process Checks transmitted to us prior to the termination date, nor will termination affect any obligation you have to indemnify us.

In addition to any other rights we may have with regard to your deposit accounts and except to the extent expressly prohibited by applicable law, we may hold and use funds in any of your accounts following termination of the Mobile Deposit Service for such time as we reasonably determine that any Check processed by us prior to termination may be returned, charged back, or otherwise a cause for any loss, liability, cost, exposure, or other action for which we may be responsible.

**Relationship to Third Party Agreements** - You agree that, when you use Mobile Banking Services, you remain subject to the terms and condition of your existing agreements with any unaffiliated service providers, including, but not limited your mobile service provider. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of Mobile Banking Services (such as data usage or text messaging charges imposed on you by your mobile service provider) for your use of or interaction with Mobile Banking Services, which may include downloading Software, receiving or sending bank-related text messages, or other use of your Wireless Access Device when using Mobile Banking Services. You agree to be solely responsible for all such fees, limitations, and restrictions. You also agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Wireless Access Device or mobile services with your provider directly.

**Your Obligations** - You represent and agree to the following by enrolling in Mobile Banking Services, or by using Mobile Banking Services:

A. **Account Ownership/Accurate Information.** You represent that you are the legal owner or an authorized user of the accounts and other financial information which may be accessed via Mobile Banking Services. You represent and agree that all information you provide to us in connection with Mobile Banking Services is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are the only authorized user of the Wireless Access Device that you will be using to access Mobile Banking Services.

B. **Account Review.** You agree to check your statements and transactions regularly, to report any errors to the Bank promptly, and to cancel immediately your participation in Mobile Banking Services, either through Online Banking, or by calling 1-800-942-6222, if you observe any material errors in Mobile Banking Services.

C. **User Security.** You are responsible for safeguarding your Wireless Access Device and any content you store and/or transmit via data or messaging services. You agree not to give or make available the Mobile Banking Services login, password, other authentication data, or other security codes (collectively "Security Codes") to any unauthorized individuals. You are responsible for all bill payments, transfers, or other transactions you authorize using Mobile Banking Services. If you permit other persons to use your Security Codes, you are responsible for any transactions they conduct.

D. **Contact in the Event Of Unauthorized Transfer.** If you believe that any part of your Security Code, Wireless Access Device, or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking Services without your consent, or has transferred money without your permission, notify us either through Online Banking, by calling 1-800-942-6222, or writing to our Bank Support Department at Rabobank, P.O. Box 6002, Arroyo Grande, CA 93421-6002. Refer to the Personal Online Banking Agreement for additional details regarding error resolution procedures.

E. **User Conduct.** You agree not to use Mobile Banking Services or the content or information delivered through Mobile Banking Services in or for any illegal, fraudulent, unauthorized, or improper manner or purpose. You further agree that you will use Mobile Banking Services in compliance with all applicable laws, statutes, ordinances, rules, and regulations (collectively, "laws and regulations"), including all federal, state, local, and international laws and regulations applicable to Internet, data, telecommunications, telemarketing, "spam," and import/export controls, including U.S. Export Administration Regulations, and all laws and regulations governing consumer protection, unfair competition, anti-discrimination, false advertising, or illegal Internet gambling. You also agree not to infringe or violate any third party's intellectual property rights, including but not limited to copyright, patent, trademark, trade secret, or other proprietary rights, or rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers. Without limiting the foregoing, you agree that you will not use Mobile Banking Services to transmit or disseminate:

(i) 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) material or data, that is illegal, or material or data, as determined by us (in our sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, offensive, or otherwise objectionable;

(iii) materials that are harmful to minors or excessive in quantity;

(iv) material or data that is fraudulent or involves the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking Services to impersonate another person or entity;

(v) 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);

(vi) material or data that specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier;

(vii) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, or surreptitiously intercept or expropriate any system, data, or personal information;

(viii) any material or information that is false, misleading, or inaccurate;

(ix) any material that would create liability for us, our affiliates, any of our service providers involved in providing Mobile Banking Services, or any other third party, or cause us to lose (in whole or in part) the services of any of our service providers;

(x) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of any third party.

You agree that you will not attempt to (i) access any Mobile Banking Services for which your use has not been authorized; (ii) use or attempt to use a third party's account; (iii) use Mobile Banking Services in such a manner as to gain unauthorized entry or access to the computer systems of others; (iv) interfere with or disrupt computer networks connected to Mobile Banking Services or otherwise interfere, in any manner, with the provision of Mobile Banking Services, the security of Mobile Banking Services, other customers' use of Mobile Banking Services, or otherwise abuse Mobile Banking Services.

F. No Commercial Use or Re-Sale. You agree that Mobile Banking Services are only for your personal use to access your Rabobank account information and otherwise facilitate services offered through Mobile Banking Services. You agree not to make any commercial use of Mobile Banking Services or resell, lease, rent, or distribute access to Mobile Banking Services.

**Privacy and User Information** - You acknowledge and agree that in connection with your use of Mobile Banking Services, we and our affiliates and any of our service providers 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 Services (collectively "User Information"). We and our 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 Services 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.

You also acknowledge and agree that the Personal Online Banking Agreement includes a Privacy and Confidentiality section and that your use of Mobile Banking Services is subject to the Privacy and Confidentiality provisions that are included in the Agreement.

We and our affiliates and service providers also reserve the right to monitor use of Mobile Banking Services for purposes of verifying compliance with all laws and regulations, these terms and conditions, and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Electronic Fund Transfers** – You understand and agree that the Personal Online Banking Agreement includes an Electronic Fund Transfers section that discloses your rights and responsibilities and our responsibilities with regard to electronic fund transfers and you acknowledge and agree that any electronic fund transfers conducted through Mobile Banking Services are subject to the Electronic Fund Transfers disclosures that are included in the Agreement.

**Proprietary Rights** - You acknowledge and agree that the Software and content used by us in the operation of our website and the provision of Mobile Banking Services, and the copyright, patent, trademark, trade secret, and all other rights in and to the technology, Software, content, designs, graphics, and trademarks used by our website and as part of Mobile Banking Services and our name and product names and the website's URL (collectively, the "Intellectual Property"), are owned by us and our licensors. As such, you will not gain any ownership or other right, title, or interest in or to such Intellectual Property by reason of this Addendum or otherwise. You may not use, reproduce, duplicate, copy, or distribute the content found at our website or provided by Mobile Banking Services.

You may not distribute, reuse, reproduce, duplicate, copy, publish, sell, or otherwise transfer (i) any portion or element of our Mobile Banking Services or the Intellectual Property or (ii) access to our Mobile Banking Services or the Intellectual Property. Further, you may not (a) create derivative works of any portion or element of the Mobile Banking Services or Intellectual Property; (b) reverse engineer, modify, decompile, or disassemble any of the Intellectual Property; (c)

deactivate or disable any password protection or other protection, security, or reliability technology we incorporate in Mobile Banking Services; (d) modify or erase any copyright or trademark notice we place in connection with Mobile Banking Services; (e) engage in the practice known as “screen-scraping” or otherwise attempt to, or actually, obtain copies of content provided through Mobile Banking Services (sometimes known as “scrapers,” “spiders,” “robots” or “bots”) to systematically access and download data; (f) access Mobile Banking Services by any means other than via your Wireless Access Device; (g) frame any content provided through Mobile Banking Services or any Intellectual Property; or (h) use any circumvention tools, meta tags, or any other “hidden text” utilizing our name, trademark, URL, product name, or other Intellectual Property. You agree to comply with the terms of any license agreement made available to you through Mobile Banking Services.

**Security of Data Transmission and Storage** - You expressly acknowledge that any wireless access to your accounts may not be secure and, as such, you assume the risk associated with unauthorized access to Mobile Banking Services and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information you download or otherwise store on your Wireless Access Device may be accessed by unauthorized third parties. We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Wireless Access Device. You agree that any account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device. If you use any location-based feature of Mobile Banking Services, you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking Services. If you wish to revoke access to such information, you must cease using the location-based features of Mobile Banking Services.

YOU AGREE TO TERMINATE MOBILE BANKING SERVICES, OR DISABLE YOUR REGISTERED WIRELESS ACCESS DEVICE FROM MOBILE BANKING SERVICES IMMEDIATELY IN THE EVENT YOUR REGISTERED DEVICE BECOMES LOST, STOLEN, OR IS NO LONGER IN USE BY YOU.

**Fees** - At this time, we do not charge for Mobile Banking Services. However, we reserve the right to impose or increase fees for Mobile Banking Services in the future, in which case, you agree to pay for Mobile Banking Services in accordance with our then current fee schedule, as amended by us from time to time. You authorize us to automatically charge any one of your accounts for all such fees incurred in connection with Mobile Banking Services. We will provide notice of any new or revised fees for Mobile Banking Services, as required by law.

**MOBILE BANKING SERVICES LIMITATIONS; WARRANTY DISCLAIMER** - MOBILE BANKING SERVICES AND SOFTWARE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Neither we nor any of our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive, or consequential damages of any kind, or for any loss of profits, business, or data, even if we or our service providers have been advised of or had reason to know of the possibility of such damages.

The availability, timeliness, and proper functioning of Mobile Banking Services depends on many factors, including your Wireless Access Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, Software, and your Wireless Access Device. Mobile Banking Services may not be accessible or may have limited utility over some wireless networks, such as while roaming, and may not operate effectively or at all on some wireless devices.

Neither we nor any of our service providers warrants the timeliness or availability of Mobile Banking Services or that Mobile Banking Services will operate without interruption or without defect or viruses. Neither we nor any of our service providers assume responsibility for the deletion, misdelivery, or failure to store any user or other data, communications, or personalization settings in connection with your use of Mobile Banking Services.

Neither we nor any of our service providers assumes responsibility for the operation, security, functionality, or availability of any Wireless Access Device or mobile network which you utilize to access Mobile Banking Services. Your use of Mobile Banking Services and Software will be at your own risk. You agree to exercise caution when utilizing Mobile Banking Services on your Wireless Access Device and to use good judgment and discretion when obtaining or transmitting information.

**Bank's Limited Liability** - In addition to any other limitation on our liability provided in this Addendum and the Agreement, and except to the extent otherwise expressly prohibited by applicable law, neither we nor any of our service providers will be liable to you for any of the following: (i) any damages, costs or other consequences caused by or related to our actions that are based on information or instructions that you provide to us; (ii) any unauthorized actions initiated or caused by you or your agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom we have delegated the performance of specific obligations provided in this Addendum; (iv) any refusal of a financial institution on which a Check is drawn to pay a Check for any reason (other than our breach of contract, gross negligence, or willful misconduct), including without limitation, that the Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) your or any other party's lack of access to the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet service providers, telecommunications providers, or any other party's own internal systems; or (vii) if you do not follow or comply with the representations or warranties set forth in this Addendum.

**Cut-Off Hour** - Mobile Banking Services transactions conducted after 8:00 PM Pacific Time on a business day, or at any time on a day that is not a business day, may be processed the next business day. Notwithstanding this cut-off hour for processing transactions, the availability of funds from all Checks deposited using the Mobile Deposit Service is subject to our funds availability schedule as disclosed in the Deposit Account Agreement.

**Changes, Termination, and Suspension** - You may cancel your participation in Mobile Banking Services at any time either through the Online Banking system or by calling 1-800-942-6222. Unless otherwise restricted by law, we reserve the right to: (i) change or cancel Mobile Banking Services at any time without notice; and (ii) suspend your access to Mobile Banking Services at any time without notice and for any reason, including, but not limited to your non-use of Mobile Banking Services. Advance notice of termination or modification will be provided if required by law and such notice may be provided to you electronically. If you initiate any transaction, including accessing your account information, through Mobile Banking Services after the effective date of a modification, you will be deemed to have effectively consented to the modification. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking Services.

**Third-Party Beneficiary** - You agree that our service providers (including any provider of Software) may rely upon your agreements and representations in this Addendum, and such service providers are intended third party beneficiaries to this Addendum, with the power to enforce these provisions against you, as applicable.

**Links to Other Mobile Banking Services** - While using Mobile Banking Services, you may be able to access uploaded content provided or operated by third parties. Unless we tell you otherwise in writing, we do not operate or control any such content or any of the information, products, or services on such linked websites. You acknowledge and agree that: (i) you access such content and linked sites at your own risk; (ii) we make no representation or warranty, and assume no responsibility for, content on our website and any linked site or the actions or omissions of its/their owners, operators or providers; (iii) we make no endorsement of, and assume no responsibility for, content uploaded to our website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and services, you may be exposed to content that is offensive, indecent, or objectionable; and (v) although we may have a contractual or other relationship with the operators of a linked website or the providers of content, we will not be responsible for the content, accuracy, integrity, availability, timeliness, or operation of their website or content. You agree to hold us harmless in connection with all of the foregoing.

**Severability** - Wherever possible, each provision of this Addendum shall be interpreted in a manner which makes the provision effective and valid under applicable law. If all or part of any provision in this Addendum is determined to be void or unenforceable, that particular part or provision shall be ineffective only to the extent that it is determined to be void or unenforceable and the remainder of that provision and all remaining provisions of this Addendum shall remain in full force and effect.

## 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 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.

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