

**Bank of Wolcott Mobile Banking Addendum to
Bank of Wolcott Internet Banking Terms and Conditions Agreement
(Effective September 2016)**

Accepting this Addendum.

By clicking "Agree" when you enroll for mobile banking services ("Mobile Banking"), you agree to the terms and conditions of this Addendum. Additionally, by installing the mobile Application or software necessary to utilize Mobile Banking (the "Software") and using Mobile Banking, you also agree to be bound by this Addendum. This Addendum supplements the Bank of Wolcott's Internet Banking Terms and Conditions Agreement which you have already agreed to.

END USER TERMS

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

SECTION A

Terms and Conditions

To enroll in Mobile Banking, you must also be a subscriber to Bank of Wolcott's Internet Banking service ("Internet Banking"). You acknowledge that you have read and agreed to the terms and conditions of the Bank of Wolcott's Internet Banking Terms and Conditions Agreement (the "Service") which applies to these End User Terms. You also acknowledge and agree to these End User Terms which supplement the Service Agreement when you enroll in Mobile Banking.

1. We are not responsible or liable for the acts, omissions, systems or services provided by the Provider or any of the provisions of Section B which is the responsibility of the Provider.
2. We reserve the right to alter charges and/or these End User Terms from time to time, and we reserve the right to terminate, discontinue or suspend any service at any time.
3. We may terminate Internet Banking services as provided in the Internet Banking Terms and Conditions Agreement, and may terminate Mobile Banking at any time, including if you or your accounts are not eligible for any service, if we believe you are in breach of your account agreement with us, the Conditions Agreement or these End User Terms, or in the event your mobile service terminates or lapses.

Mobile Banking

As used in these End User Terms, "Mobile Banking" means a service that allows you to use a mobile device (like an iPhone® or smartphone, sometimes also called a wireless device) to access Bank of Wolcott's Internet Banking service. "Mobile device" means a device specified by us, not a personal computer, including a mobile phone or personal digital assistant (PDA) that is Internet (Web) enabled.

1. Not all the Internet Banking services or the functionality on the Internet Banking website are available when you use a mobile device, and Mobile Banking and functionality available to you may vary based on the mobile device you use. For those Internet Banking services available through your mobile device, the Internet Banking services may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access Internet Banking services through your mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking.
2. Your wireless provider's standard rates apply to Internet access, including messaging rates that apply to SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.
3. You represent that you are the owner or authorized user of the mobile device you use to receive our Mobile Banking service, and that you are authorized to approve the applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you for Mobile Banking.
4. We will not be liable for any delays or failures in your ability to access our Mobile Banking service or in your receipt of any text/email messages, as access and messaging are subject to effective transmission from your network provider and processing by your mobile device, as well as delays and interruptions in the Internet. Mobile Banking services are provided on an AS IS, AS AVAILABLE basis.
5. You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number, your wireless providers name, and the date, time, and content of any mobile banking messages including account activity, balance, and status of your accounts and other information that you or we 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 the Mobile Banking service.
6. Your wireless provider and other service providers may also collect data from your Mobile Banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your Mobile Banking usage in connection with our Internet Banking service.

Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property

7. When you complete forms online or otherwise provide us with information in connection with our Mobile Banking service, you agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Banking.
8. Our Mobile Banking service, as well as the content and materials you may receive or access through your use of our service, are proprietary to us and our licensors, and are for your personal, noncommercial use only. You will not damage, impair, interfere with, or disrupt our Internet Banking service or its functionality.
9. You agree that if you are using our Mobile Banking service outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.
10. We reserve the right to alter charges and/or these End User Terms from time to time, and we reserve the right to discontinue our Mobile Banking service at any time without notice. We may suspend or terminate the service to you if we believe you are in breach of our End User Terms, the Conditions Agreement or your account agreement with us. The service is also subject to termination in the event your wireless service terminates or lapses.
11. If you have any questions, email electronicbanking@bankofwolcott.com or call 219.279.2185.
12. Mobile Banking is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. Mobile Banking, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Banking and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
13. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Banking service and your provision of a telephone or mobile phone number, email

address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of these End User Terms

14. As used in these End User Terms, "Mobile Banking" means a service that allows you to use a mobile device (like an iPhone® or smartphone, sometimes also called a wireless device) to access Bank of Wolcott's Internet Banking service. "Mobile device" means a device specified by us, not a personal computer including a mobile phone or personal digital assistant (PDA) that has text messaging capabilities and/or is Internet (Web) enabled.
15. If you have any questions, email electronicbanking@bankofwolcott.com or call 219.279.2185.
16. Mobile Banking is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. Mobile Banking, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Banking and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
17. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Banking and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of these End User Terms.

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 ("Provider") 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 Indiana 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 Indiana 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.

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.