

# TERMS AND CONDITIONS OF USE

The following constitutes the terms of a legal agreement between you and Clare Bank, N.A. (Bank) detailing the Terms and Conditions of Use (Terms) of the Bank's website (Site). Please read the Terms carefully. By accessing, viewing, or using the Site in any manner to access the Bank's services, you acknowledge having read and agree to be bound by these Terms without any conditions, restrictions, or limitations. If you do not fully accept and agree with these Terms then you may not use the Site in any manner.

**AUTHORIZED USES OF SITE.** You may personally access, view, browse, and use the Site to access those services authorized by the Bank pursuant to your account agreement(s) or other related agreement(s) with the Bank (collectively hereinafter referred to as "Use(s)") subject to these Terms and any other applicable agreement(s) between you and the Bank.

**UNAUTHORIZED OR ILLEGAL USE OF SITE.** You may not modify, copy, distribute, transmit, display, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in any way for commercial or public purposes, in whole or in part, any information, design, software, product, or services obtained from the Site without the Bank's prior written approval.

You may not use this Site in any manner, which could damage, disable, overburden, or impair the Site, interfere with another party's use and enjoyment of the Site or the Bank's services, or otherwise impair or interfere with the Bank's computer/network systems. You may not attempt to gain unauthorized access to (1) the Site or Bank services, (2) the Bank's computer/networks systems, or (3) computers/networks connected to the Site through hacking, username/password/credential mining or misuse or any other means.

You will not engage in any illegal activities related to this Site or the Bank's services, which are contrary to any applicable laws or regulations.

**COOPERATION WITH AUTHORITIES.** The Bank will cooperate with any and all laws and law enforcement agencies or court orders soliciting or instructing the Bank to divulge the identify of anyone posting illegal information or materials, or otherwise engaging in illegal activities on this Site or relating to the Bank's services, the Bank's computer/network systems, and any computers/networks connected to the Site.

**MODIFICATION OF TERMS.** The Bank in its sole discretion and without notice may and will change the terms, conditions, and provisions set forth in these Terms. You are responsible for reviewing the Terms each time you Use the Site. Your continued Use of the Site represents your acknowledgement and acceptance of the Terms as modified or altered by the Bank.

**ACCESS TO SITE.** The Bank may alter, suspend, or discontinue this Site or your Use of the Site at any time for any reason without notice or liability to you or any third party. This Site may become unavailable due to maintenance or malfunction of computer equipment or for other reasons and may result in damages to your systems or operations. You shall be solely responsible for ensuring any information or content obtained from this Site does not contain any virus or other computer software code or subroutine designed to disable, erase, impair, or otherwise damage your systems, software or data.

**LINKS.** This Site may contain links to third-party websites. These links are provided only as a convenience by the Bank. The inclusion of any link does not imply an affiliation, sponsorship, endorsement, approval, or verification by the Bank of any information, service, or product contained in said sites. In no event shall the Bank be responsible for the information contained in these sites or your use or reliance upon any information, service, or product, which results in a loss of any kind to you or any other third party. You should further be aware the terms and conditions of such sites and the sites' privacy policy may be different from those applicable to your Use of this Site.

**COLLECTION OF INFORMATION.** The Bank uses certain technology known as 'web beacons' or 'web cookies' on its Site to collection information from you to compile aggregate statistical information about your Use of our Site, including information relating to the frequency of your visits, the average length of visits, which pages you viewed during a visit, and the effectiveness of advertising on the Site. The Bank uses this information to improve the Site's content and performance.

**RELATED PRODUCTS AND SERVICES.** The Bank offers a variety of products and services on the Site. Such products and services are subject to all applicable underlying agreements for the offered products and services. These Terms supplement the offered product and service agreements but such agreements control in cases of conflicting provisions or conditions. Your eligibility for the offered products and services is subject to review and acceptance by the Bank.

**SECURITY.** You understand and agree you are solely responsible for maintaining the confidentiality and security of your username(s), password(s), security question(s), or other credentials associated with your Use of the Site to gain access to your account(s) or other Bank services. Your failure to maintain the confidentiality and security of your username(s), password(s), security question(s), or other credentials may result in among other things, a loss of your privacy, data theft, identity theft, financial losses, or liability to the Bank and other third parties arising from damages incurred by them as a result of your breach of these Terms. If your username(s), password(s), security question(s), or other credentials become compromised for any reason or you suspect unauthorized activity on your account(s) or related Bank services then you shall immediately notify the Bank in writing.

**PERSONAL INFORMATION.** Any personal information you give will be subject to the Bank's Privacy Policy, which can be found on this Site, as amended from time to time.

**CHILDREN'S AUTHORIZED USE OF THE SITE.** This Site is not intended for use by individuals under the age of eighteen (18) without the express written permission of a parent or guardian and the Bank, or alternatively a court order of emancipation or other similar official documentation in conjunction with the Bank's permission. By your Use of this Site, you expressly acknowledge you are either over the age of eighteen (18) or have otherwise complied with these Terms.

**LIMITED AVAILABILITY.** The Bank does not offer, solicit, distribute, or provide this Site and the information, products, or Bank services identified therein to any person or entity in any jurisdictions where such distribution would be limited or prohibited by local law or regulation. By your Use of the Site you are expressly acknowledging you are neither prohibited nor limited from accessing the Site and the Bank's services from jurisdiction from which you are gaining access to the Site and the Bank's services.

**NO SERVICES OR PROFESSIONAL CONSULTATION.** There may be delays, omissions, or inaccuracies in information obtained through your Use of the Site. The Bank's release of this information does not constitute the rendering of investment, consulting, legal, accounting, tax, career, or other advice or services on any topic or issue. The information contained on the Site should not be relied upon by you for making any accounting, financial, business, investment, insurance, legal, tax, career or other personal or business decisions, or otherwise be considered a substitute for consultation with professional advisor on these topics or issues. The Bank does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, downloaded, or distributed through this Site by the Bank or a third party, any user, information provider, or any other person or entity. You acknowledge any reliance upon such opinion, advice, statement, memorandum, or information shall be at your sole option and risk.

**COPYRIGHTS, TRADEMARKS AND RESTRICTIONS ON USE.** You acknowledge and agree the Bank, along with our service providers, licensors and suppliers, own all rights and title to the Site and the content, design, and works of authorship displayed on the Site and all trademarks, copyrights, and service marks contained therein, unless otherwise indicated. You are authorized to view such information and materials on the Site only for your own informational purposes and may not copy, distribute, disseminate, sell, reproduce, display, link to, license, create derivative works of or republish the Site or any portion of the Site for any commercial or public purpose without the Bank's prior express written consent. Any unauthorized use, duplication, redistribution, or disclosure is expressly prohibited by law.

**DISCLAIMER.** THE INFORMATION, MATERIALS AND SERVICES CONTAINED IN THE SITE, INCLUDING TEXT, LINKS, GRAPHICS OR OTHER ITEMS ARE PROVIDED “AS AVAILABLE”, “AS IS”. TO THE FULLEST EXTENT PERMITTED UNDER LAW, BANK MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE SITE, AND SERVICES HEREUNDER, OR ANY RELATED SERVICE, OR THE FITNESS OF THE SITE AND/OR SERVICES FOR CUSTOMER’S USE. BANK HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY BANK, ITS OFFICERS, ITS EMPLOYEES, LICENSORS OR THE LIKE WILL CREATE A WARRANTY HEREUNDER. BANK FURTHER DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE OR SERVICES PERTAINING TO NON-INFRINGEMENT, SECURITY, ACCURACY, NON-INTERRUPTION AND FREEDOM FROM COMPUTER VIRUSES. THE BANK DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR ADEQUACY OF THE INFORMATION AND MATERIALS ON THE SITE. YOU HEREBY ACKNOWLEDGE THE USE OF THE SITE IS AT YOUR SOLE OPTION AND RISK.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT OF THE LAW NEITHER THE BANK NOR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE OR THE INFORMATION CONTAINED ON THIS SITE OR OBTAINED FROM YOUR USE OF THIS SITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SITE, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE BANK OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE. IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED \$1.00.

**INDEMNIFICATION.** You hereby agree to indemnify, defend, and hold harmless the Bank and all of its predecessors, successors, parents, subsidiaries, affiliates, officers, directors,

shareholders, investors, employees, agents, representatives and attorneys and their respective heirs, successors and assigns (collectively, the “Indemnified Parties”) from and against any and all liability and costs, including, without limitation, reasonable attorneys’ fees, incurred by the Indemnified Parties in connection with any claim arising out of or relating to any breach by you of these Terms or the representations, warranties, and covenants you have made by agreeing to the Terms. You shall cooperate as fully as reasonably required in the defense of any such claim. The Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter or claim subject to indemnification by you.

**GOVERNING LAW.** These Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflicts of law provisions.

**CHOICE OF JURISDICTION.** The parties hereto agree any suit, action, or proceedings seeking to enforce any provision of, or any matter arising out of or in connection with the Terms or Site shall be heard exclusively by the state court located in Grant County Wisconsin or the federal courts with jurisdiction to hear such suits in the State of Wisconsin. The parties consent to the in personam jurisdiction of such courts in the State of Wisconsin and hereby irrevocably waive the defenses of (i) lack of personal jurisdiction, (ii) inconvenient forum, or (iii) improper venue. In the event the parties commence any action in another jurisdiction or venue under any theory arising directly or indirectly from these Terms or Site, the non-filing party at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above described or to have such case dismissed without prejudice. Your viewing or use of the Site constitutes your submission to the jurisdiction of such courts in the State of Wisconsin.

**WAIVER OF JURY TRIAL.** The parties hereto unconditionally waive their respective rights to a jury trial as to any dispute, cause of action, or claim arising out of or in connection with the Terms or Site.

**LIMITATION OF ACTION.** Any cause of action you may have with respect to the Terms or your use of the Site shall be commenced within one (1) year after the dispute, cause of action, or claim arises or be considered fully and completely waived by you as to the Bank, its affiliates, employees, directors, officers, service providers, and third-party vendors.

**SEVERABILITY.** If for any reason a court of competent jurisdiction finds any provision of these Terms, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms and the remainder of the Terms shall continue in full force and effect. Except for any account agreement, privacy policy, and related documents respecting any account or service agreement you may have with the Bank, these Terms constitute the entire agreement between the Bank and you with respect to this Site and it supersedes all prior or contemporaneous communications,

agreements, and understandings between the Bank and you with respect to the subject matter hereof.

**WAIVER.** No waiver by the Bank of any right, condition, term, or provision of these Terms will be deemed a waiver unless expressly authorized by the Bank's Board of Directors in writing.