

BUSINESS ONLINE BANKING

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No matter how you prefer to access your business's bank accounts, whether it's by logging in to Online Banking on your desktop, or by using our Mobile Banking App on the go, you'll have the latest banking technology at your fingertips that puts you in control of your business's money. You'll have an up-to-the-minute overview of your accounts with features to help you stay organized so you can make smarter financial decisions. Understand your activity and find what you're looking for – fast. Plus, pay bills and transfer funds quickly and securely.

MOBILE BANKING APP

Download our free Champlain National Bank Mobile Banking App to make managing your business's money even easier on your phone or tablet. Simply search "Champlain" in the Apple App Store or Google Play and our Mobile Banking App should be one of the results. Easily and securely log in by using biometrics or a PIN. You can personalize your experience by arranging the Cards in a way that makes the most sense to you. Data rates may apply.

CASH MANAGEMENT

Through the Cash Management option, which is exclusive to our business clients, the Administrator you designate will be able to add or remove Users to the Business Online Banking system. This will also be where you initially set up your Business's Bill Pay. We also offer our business clients ACH Origination capabilities (which is often used for processing payroll) or the ability to send Wire Transfers through Online Banking. ACH Origination and Wire Transfer fees will apply.

TRANSACTIONS

Business Online Banking should be your one-stop-shop for keeping track of your business's spending. You'll be able to add tags, notes, and even images (like a picture of your receipt) to each transaction you choose. Find charges fast with easy-to-use search options. Search by date, keyword, amount, check number, transaction type, and tag. Sort by the date, amount, debit or credit, and more! You will be able to access 90 days of your transaction history for each account.

TRANSFER FUNDS

You can easily transfer money between your Champlain National Bank business accounts through Business Online Banking. Initiate one-time, future date, or repeating transfers. You will not be able to transfer money between business and personal accounts.

ESTATEMENTS

Access your bank statements right from Online Banking or the Mobile Banking App, and you'll never have to wait for the mail or sort through a stack of paper statements again! Your eStatements will look just like the statements you receive in the mail, and you'll receive an email whenever a new statement is available. eStatements also keeps your account information safer with anti-phishing technology.

BILL PAY

Bill Pay allows you to pay practically anyone or any bill through Business Online Banking. You control who you want to pay, when you want to make the payment, and which account you want to use. You can pay utilities, bills, and send money to individuals. You'll also have choices about how and when to deliver your payment, and whether you want it to be sent electronically or by check. Send gift checks and set up helpful payment reminders. We'll even keep a record for you of 18 months of payment activity.

SAFE AND SECURE

Keeping your accounts secure while you are online is our priority. This includes measures like 2-Step Verification, logging you out due to inactivity, and encrypting all transactions for maximum security. You'll also receive an email and/or text message whenever there is a log in from a new device, or if you change your email address, password, mobile phone number, or username.

HOW TO ENROLL

To sign up for Business Online Banking, complete the Enrollment Form on the back and return it to us. Be sure to complete the Administrator section since this person will be the one who has access to Business Online Banking.

QUESTIONS?

If you have any questions you can contact us by:
Visiting or calling your local branch
Emailing us at: info@champlainbank.com
Visiting our website: www.champlainbank.com
Writing us at:

Champlain National Bank
3900 NYS Route 22
Willsboro, NY 12996

BUSINESS ONLINE BANKING ENROLLMENT FORM

BUSINESS INFORMATION

Business Name:		Email Address:	
Address:	City:	State:	Zip Code:
Phone Number:	Fax Number:	Tax ID Number:	CIF:
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Municipality <input type="checkbox"/> Government <input type="checkbox"/> School <input type="checkbox"/> Association			

ADMINISTRATOR INFORMATION

Name:	Title:
Email Address:	Phone Number:

BUSINESS ONLINE BANKING OPTIONS

Standard Services <input type="checkbox"/> Business Online Banking <input type="checkbox"/> Bill Pay <input type="checkbox"/> eStatements	Cash Management <input type="checkbox"/> Wire Transfers <input type="checkbox"/> ACH Origination <i>A fee will be charged for each Wire Transfer and ACH Origination. Token fees also apply.</i>
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ACCOUNTS TO ACCESS THROUGH BUSINESS ONLINE BANKING

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ACCOUNT FOR BILL PAY

Please indicate which checking account number you would like to use for Bill Pay (please list only one):

LINE OF CREDIT ADVANCES

Please deposit advances from Line of Credit number: _____ into checking account number: _____

SIGNATURE

By signing below, I acknowledge that I will read the following documents prior to using the service, and by accessing the service I thereby agree to their terms and conditions within: a) Business Online Banking Agreement and Disclosure; b) Automated Clearing House Participation Agreement and Security Requirements (if applicable); c) Wire Transfer Authorization and Agreement (if applicable). The Bank may amend the documents from time to time. I will select a Username and Password for Business Online Banking to access the specified accounts. I agree to safeguard my Username and Password. I agree to notify Champlain National Bank immediately if the confidentiality of my Username and/or Password are compromised. All instructions delivered through the use of Business Online Banking will be deemed to be my written authorization to charge or credit my designated accounts for the transaction(s) indicated. All account transactions are also subject to Champlain National Bank's rules for my account.

Name: _____ Date: _____

Give this form to a Client Service Representative at your local branch, or mail to: Champlain National Bank, 3900 NYS Route 22, Willsboro, NY 12996

Bank Use

Client Identity Verified by: _____ Method of Identification: _____

Changes Input by: _____ Input Reviewed by: _____ Date: _____

BUSINESS ONLINE BANKING AND BILL PAY DISCLOSURE AND AGREEMENT

BUSINESS ONLINE BANKING

This Business Online Banking and Bill Pay Disclosure and Agreement provides the terms and conditions governing the use of Business Online Banking offered by Champlain National Bank. Business Online Banking is defined as access to your accounts online through a computer, mobile device or our Mobile Banking App. This Agreement describes your rights and obligations as a user of Champlain National Bank's Business Online Banking. It also describes the rights and obligations of Champlain National Bank. This Agreement is a contract between you and Champlain National Bank and should be kept with your other account records for future reference. This Agreement in conjunction with your Funds Availability Schedule, ACH Agreement, Funds Transfer Agreement, Customer Agreement for Depository Accounts, and any other supplemental disclosures Champlain National Bank provides you from time to time is a contract between you and the Bank.

By using or allowing others to use Business Online Banking, you agree to abide by and be bound by the terms and conditions of this Agreement. We reserve the right to amend or terminate this Agreement and the services at any time.

By logging in to Business Online Banking with your username and password and directing Champlain National Bank to transfer funds or make a payment of any kind, you authorize us to withdraw from the designated account the amount of funds required to complete the transaction. Any requests or instructions we receive from you through Business Online Banking using your username, password, and secure token (if applicable) shall constitute writings with your signature as provided under all applicable law and shall have the same force and effect as a writing signed by you. This includes requests with respect to funds in your account, wire transfer instructions, stop payment orders, or any other communication you provide to us through Business Online Banking using your username, password and secure token (if applicable).

You will use Champlain National Bank Business Online Banking only for business purposes and shall not do so for personal, family, or household purposes. Please read this Agreement carefully before using Business Online Banking and keep a copy for your records.

DEFINITIONS

You and Yours mean each person with authorized access to your account(s) who applies for and uses the Business Online Banking product

We, Us, and Bank mean Champlain National Bank

Agreement means this Business Online Banking Disclosure and Agreement

Service means Champlain National Bank's Business Online Banking

Customer means the individual or entity using any of the services of Business Online Banking

Customer Instruction means any request or instruction that is received by Champlain National Bank through Business Online Banking

Cash Management refers to the ACH Origination, Wire Transfers, and the User Administration functions

Linked Accounts means all accounts of the Customer that are linked together and accessible through Business Online Banking

Bill Pay Account means the checking account the Customer designates as their account to be debited for Bill Pay and any service charges or fees

Business Day means every day except Saturdays, Sundays, and Bank holidays

All hours listed are in Eastern Standard Time.

GETTING STARTED

Business Online Banking may be accessed online through our website www.champlainbank.com or by downloading the Champlain National Bank Mobile Banking App from the Apple App Store or Google Play.

SYSTEM REQUIREMENTS

To access Business Online Banking, you will be required to have an email address and keep that email address updated with us. We also require that you use a computer or mobile device that supports SSL and that you keep your computer or mobile device updated. Champlain National Bank assumes no responsibility for, and expressly disclaims any liability for loss or damage arising from the functionality or operation of your computer, mobile device, software and/or connectivity, or from your connection to Champlain National Bank's Business Online Banking.

Champlain National Bank does not guarantee that your computer, mobile device, or mobile service plan will be compatible with our Business Online Banking service. You are responsible for understanding the operation and maintenance of your devices. Champlain National Bank is not responsible for any errors or problems related to your computer, mobile device, mobile provider, or internet access. We are not responsible for any fees assessed by your mobile phone or internet provider, or any other outside party for internet-related use, text (SMS) messages, or any other charges that you may incur while using Business Online Banking.

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

Your computer or mobile device provider and your device communications service provider are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving the Bank.

ACCOUNT ENROLLMENT

You may enroll by completing the Business Online Banking Enrollment Form, which is available in our branches, or by completing the form on our website and mailing it to the address found on the bottom of the form. An authorized signer who has been granted authority to execute documents and agreements that pertain to Business Online Banking participation must sign the Enrollment Form. By signing the Enrollment Form and/or any supplements to the Enrollment Form, you agree to be bound by the terms of this Agreement. Champlain National Bank, at its sole discretion, reserves the right to refuse to accept any existing or new customers for Business Online Banking.

USERNAMES AND PASSWORDS

Once we have received your Enrollment Form, verified your account information, and approved you to use Business Online Banking, you will receive an email with a link to be used to establish your username and password for the system. We will also send you confirmation of our acceptance of your enrollment by mail. Users assigned with the administration function will be allowed to establish usernames and passwords for additional authorized users. Please note: the Administrator is responsible for establishing and maintaining the individual usernames, passwords, and authority levels for all your users. For businesses participating in the origination of Automated Clearing House (ACH) Payments and/or Wire Transfers, a secure token will be required for each user. These secure tokens will be used in conjunction with usernames and passwords to access the Cash Management features of Business Online Banking. Your initial use of Business Online Banking constitutes your acceptance and agreement to be bound by all terms and conditions of the Agreement as well as all other applicable disclosures, schedules, and agreements, as each may be amended from time to time.

PROTECTING YOUR INFORMATION

The Bank is not responsible for any breach of security, or resulting loss or damage, caused by your failure to properly safeguard the confidentiality of your username, password, and secure token (if applicable). We undertake no obligation to monitor transactions through Business Online Banking to determine that they are made on behalf of the account holder and will treat each transaction using your username, password, and secure token (if applicable) as authorized by you. It is your responsibility to immediately change your password and notify the Bank if you believe it has been lost, stolen or compromised. Therefore, you agree to release Champlain National Bank from all liability and agree not to make any claim against Champlain National Bank or bring any action against Champlain National Bank, relating to its honoring or allowing any business or transactions conducted by any person under your password or acting upon messages or authorizations provided to us using your password.

You agree that you will not, under any circumstances, disclose your username and password to anyone, including anyone claiming to represent Champlain National Bank. We acknowledge that no one from Champlain National Bank will ever ask you for your password, and that Champlain National Bank employees do not need your password for any reason.

Champlain National Bank is entitled to act upon instructions we receive with respect to any Champlain National Bank service under your username, password, and secure token (if applicable). You are liable for all transactions made or authorized with the use of your password (except as your liability may be limited by law). Champlain National Bank has no responsibility for establishing the identity of any person who uses your password. You agree that if you give your password to anyone, or fail to safeguard its secrecy, you do so at your own risk since anyone with your password will be able to view and have access to your accounts. You agree that the use of the username, password, and secure token (if applicable) constitutes a commercially reasonable security procedure for the verification of the authenticity and accuracy of transactions initiated through the Service.

To protect yourself against fraud, you need to adhere to the following guidelines:

1. Do not give out your account information, username, password, or secure token.
2. Do not leave your computer or mobile device unattended while you are on Business Online Banking.
3. Your password should not be associated with any commonly known personal identification, such as social security numbers, addresses, dates of birth, names of children, and should be memorized rather than written down. We recommend that you create a password that utilizes both upper- and lower-case alpha and numeric characters for purposes of security.
4. Never leave your account information within range of others.
5. Do not send privileged account information (account number, password, etc.) by email.

Although we do not require regular password changes for Business Online Banking, the Bank recommends changing your password periodically.

Certain internet browsers will prompt you to save your password. If you elect to save your password, it will be stored on your computer. This will allow anyone who accesses your computer to use your browser to log in to Business Online Banking under your name and password, thereby accessing your account without your knowledge or permission. The Bank would not know that the instructions were not from you and would follow them just as if they came from you. Therefore, the Bank strongly recommends you to not save your password in your browser's memory, even though it might save you time. The risk is not worth the short amount time it may save you.

When you are finished using Business Online Banking, we highly recommend that you click "Sign Out" before going to another website. The system will not automatically sign you out of your Business Online Banking session until it detects 20 minutes of inactivity. Therefore, someone using the same computer before 20 minutes of your inactivity may be able to get into your session.

Your access to Business Online Banking will be locked in the event your username or password is entered incorrectly on three consecutive attempts. If this occurs, you will need to call us at (518) 963-4201, Monday through Friday from 8:00 am to 5:00 pm. You may also use the "Forgot?" option on our website's homepage.

If you believe your username, password, secure token, computer, or mobile device have been lost or stolen, or that someone has conducted transactions from your account without your permission, please immediately change your password and call Champlain National Bank at (518) 963-4201, Monday through Friday from 8:00 am to 5:00 pm. Failure to notify us immediately could result in the loss of all money accessible by the password.

Computers and mobile devices are susceptible to viruses, hacking, and other manipulation by spyware, viruses, or other malicious code. You are responsible for ensuring that the computer or mobile device you are using to access Business Online Banking is protected from and free of viruses, worms, Trojan horses, key loggers, or other similar harmful components which could result in damage to programs, files, and/or your mobile device, or could result in information being intercepted by a third party. Champlain National Bank is not responsible or liable for any indirect, incidental, special, or consequential damages that may result from such harmful components being present on the computer or mobile device, nor will we be responsible or liable if sensitive information accessed via our Business Online Banking service is intercepted by a third party due to any of the aforementioned viruses residing or being contracted by your mobile device at any point or from any source.

LINKED ACCOUNTS

Business Online Banking can only be used to access the Champlain National Bank business accounts that you have designated on your Enrollment Form. You can add or delete Champlain National Bank accounts to or from your Business Online Banking, subject to verification and approval by us. If at any time you wish to add, change, or delete any of your accounts linked to Business Online Banking, you must provide us with advance written or verbal notice. You can do this by visiting or calling your local branch, sending us a message through Business Online Banking, or by mail. Note that only authorized signers of your business may designate accounts to be used within Champlain National Bank's Business Online Banking. Be aware that any accounts you designate to access through Business Online Banking may be accessed and viewed by any person having access to the username and password, even if that person is not an authorized signer on the account or does not have access rights other than through Business Online Banking. Access to your accounts through Business Online Banking will be based upon the identification of users and authority levels specified by your Business's Administrator. We undertake no obligation to monitor transactions through Champlain National Bank's Business Online Banking to determine whether they are made on behalf of the account holder and will treat each transaction using your username and password as authorized by you. Remember, it is your responsibility to notify the Bank if your username or password is lost, stolen or compromised.

FUNCTIONALITY

You can use Champlain National Bank's Business Online Banking to check the balance of your Champlain National Bank accounts, view transactions, transfer funds between your Champlain National Bank linked business accounts, initiate wire transfers, originate ACH transactions, place stop payment requests, pay bills, and make payments to virtually anyone in the United States. You can use Business Online Banking seven days a week, 24 hours a day. There will be occasions when some or all Champlain National Bank's Business Online Banking services may not be available due to emergency or scheduled system maintenance. We will attempt to notify you of any extended periods of non-availability.

TAX IMPLICATIONS

If linked accounts include accounts that have different Tax ID's, the Customer is responsible for complying with all applicable tax rules and regulations. The Customer warrants and represents that if the activities conducted through Business Online Banking result in pooling of cash among different legal entities, the owners of the accounts are engaged in an authorized cash management arrangement.

AUTHORITY TO TRANSFER FUNDS

You agree that if there is a requirement to verify two or more signatures on checks, withdrawals, or transfers of funds, that requirement does not apply to online ACH, wire transfers, transfers of funds between linked accounts, or Bill Pay using Champlain National Bank's Business Online Banking.

TRANSFER LIMITS AND FREQUENCY

The number of transfers from Champlain National Bank accounts and the amounts which may be transferred may be subject to certain limits pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

TRANSFER PROCESSING TIMES

We process transactions and update information only on Bank Business Days. Our Business Days are Monday through Friday. Saturdays, Sundays, and Bank Holidays are not Business Days. Our Transfer Times may be amended at Champlain National Bank's discretion.

One-Time Transfers - Any One-Time Transfers that we receive on a Business Day before 7:00 pm will be transferred that same Business Day. Any requests we receive after 7:00 pm on a Business Day may be transferred on the next Business Day. Any requests we receive on a non-Business Day will be transferred on the next Business Day. Once an immediate transfer has been completed it cannot be edited or cancelled by the customer.

Recurring Scheduled Transfers - Any Recurring Scheduled Transfers with the next transfer date scheduled to fall on a day other than a Business Day will be transferred on the last Business Day prior to the Scheduled Transfer.

The Bank may reject a transfer instruction if there are insufficient Available Funds in your linked accounts, or if you have requested an advance on a commercial credit line that is subject to credit approval.

The Bank identifies scheduled transfers based upon the username and password that made the request. You agree to communicate about any scheduled transfers with any other persons with authorized access to your accounts to avoid overdrafts.

BILL PAY

You may use the Bill Pay function through Business Online Banking to direct us to make payments from your designated Bill Pay checking account to the Payees you choose. Through Bill Pay, you can pay bills to businesses or individuals, henceforth known as a Payee. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect governing your account.

You can enroll in Bill Pay by checking the box on the Business Online Banking Enrollment Form indicating that you would like access to the Bill Pay service. The account you choose to use for Bill Pay must be a primary checking account. By enrolling in Bill Pay, you authorize Champlain National Bank to follow your instructions as provided by you through Business Online Banking. When you initiate a Bill Pay request, you authorize Champlain National Bank to charge your designated linked account and to remit funds to the Payee on your behalf electronically, provided electronic payments are permitted and accepted by the Payee. If the Payee does not permit or accept electronic payments, then those funds will be remitted to the Payee using a paper check issued by Champlain National Bank or its Agent and made payable to the Payee. Such paper checks will state that it represents a payment from you and will indicate the account number of your account with the Payee.

You are responsible for all transactions that you or any authorized user make, even if the person you authorize exceeds the authority given by you. If you have given someone your authority, and you no longer want them to have access, you must change your password or take additional steps to prevent further access by that person.

BILL PAY SERVICE FEES

There are no monthly maintenance fees to use Bill Pay; however, you agree to pay the inactivity fee and any enhanced services fees that you elect to use within Champlain National Bank's Bill Pay. These charges will be in addition to any charges for other services we might provide for your Bill Pay account under the agreements that apply to your accounts. You must designate an account to be your primary Bill Pay account from which fees for provision of the Bill Pay service may be debited. To see what account is associated with Bill Pay, click on Manage Payments under Bill Pay, click on Options from the top menu, and then click on Manage Bill Pay Accounts. You may also add, change or delete accounts on this page.

Inactivity Fee (3 months of Non-Use).....	\$5.00
Rush Delivery Fee - Next Business Day - Paper Check.....	\$34.95
Rush Delivery Fee - Two Business Days - Paper Check.....	\$29.95
Rush Delivery Fee - Two Business Days - Electronic.....	\$6.95
GiftPay Fee - Gift Check.....	\$2.99
GiftPay Fee - Donations.....	\$1.99

BILL PAY PAYEES AND PAYMENTS

Champlain National Bank reserves the right to refuse the designation of a Payee for any reason. You may pay any Payee within the United States, including US Territories and APO's/AEO's. Champlain National Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement.

We will not be liable in any way for damages you incur in the following instances:

1. If you do not have sufficient funds in your account to make the payment on the processing date.
2. For delays in mail delivery.
3. For changes to the Payee's address or account number unless you have given us sufficient notice.
4. For the failure of any Payee to correctly account for or to credit the payment in a timely manner, or for any other circumstances beyond the control of the Bank.
5. For a Payee's decision to not accept a payment made through this service.

BILL PAY PAYEES LIMITATIONS

We reserve the right to restrict the types of Payees to whom payments may be made using Bill Pay and will notify you of our decision. All payments must be payable in US dollars to a Payee located in the United States. Payments may not be remitted to tax authorities, government entities, collection agencies, or to make payments to settle securities purchases. Court directed payments (i.e., alimony, child support, or other legal debts) are unauthorized. Payments to these Payees will be your sole responsibility if delayed or improperly processed or credited by the Payee.

BILL PAY - PAY A PERSON

Bill Pay allows you to send money to individuals, through the Pay a Person option. Money will be sent electronically if the person has a checking or savings account that can accept electronic payments; otherwise, the payment will be mailed as a paper check. Pay a Person Payees are set up by entering the routing and account numbers for the individual Payee, or by entering their email or mobile phone number. If you elect to set up a Payee using their email or mobile phone number, a secure link will be sent to the Payee using their designated communication method, so that they may provide their routing and account number. By using this feature, you accept the risk that an email or text may be intercepted or misdirected during its transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors. The Bank is also not liable for any payment that is misdirected due to an incorrect routing or account number entered by you or the Payee.

BILL PAY PROCESSING TIMES

Payments will be processed on the business day that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is 3:00 pm. A payment submitted after the cut-off time on the designated processing date will be processed on the next business day. If you designate a non-business day as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

When a recurring payment is processed, it is automatically rescheduled by the system, based upon your selected frequency settings for the payment. If the next calculated processing date is a non-business day, the date is adjusted based upon your selection of "Pay Before" or "Pay After" when setting up the recurring payment.

Pay Before - the processing date for the new occurrence of the payment is adjusted to the first business day prior to the calculated processing date.

Pay After - the processing date for the new occurrence of the payment is adjusted to the first business day after the calculated processing date.

If your recurring payment specifies the 29th, 30th, or 31st day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month will be used.

BILL PAY ESTIMATED ARRIVAL DATES

The Bill Pay system displays an Estimated Arrival Date for your payment. If the payment is made as an electronic payment, you agree to allow at least three to five business days between the date you schedule the payment to be processed and the payment due date. If the Payee cannot accept an electronic payment, the payment will be mailed as a paper check. You will need to allow five to seven business days for the check to reach the Payee. If your payment arrives late, you will be responsible for all late fees, finance charges, and other actions taken by the Payee.

BILL PAY AVAILABLE FUNDS

You agree to have available and collected funds on deposit in your Bill Pay Account in an amount sufficient to pay for all payments you request, as well as for any other payment obligations you have to Champlain National Bank. If your Bill Pay Account does not have sufficient funds to make a payment on the date the payment is debited from your account, and the Bank has not exercised its right to reverse or reject a Bill Pay payment, you agree to pay for such payment obligations on demand. You further agree the Bank, at its option, may charge any of your accounts with Champlain National Bank to cover such payment obligations. The Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for making alternate arrangements for the payment or for rescheduling the payment through Bill Pay. If the funds are not available, an attempt to process the payment will be tried for five consecutive business days. If the funds are still not available after the fifth consecutive business day, the payment will be cancelled. In the case of recurring payments, only the payment currently scheduled will be impacted, and recurring payments scheduled for future dates will be unaffected. The Bank reserves the right, without liability, to reject or reverse a Bill Pay payment if you fail to comply with this requirement or any other terms of this agreement.

BILL PAY INACTIVITY FEE

If you do not use Bill Pay, or do not have any payments processed during any consecutive three-month period, your Bill Pay will be considered inactive and may be subject to a \$5.00 per month Bill Pay Inactivity Fee.

BILL PAY LIABILITY

If you want to terminate another person's authority to use Bill Pay for your business, you must notify Champlain National Bank to have your password reset, and/or to have the user deleted. You will be responsible for any Bill Pay payment requests that you make containing an error or that's a duplicate of another payment. The Bank is not responsible for non-payment if you do not follow the proper Bill Pay instructions. The Bank is also not liable if you fail to promptly notify us after you learn you have not received credit from a Payee for a payment made through Bill Pay.

BILL PAY STOP PAYMENT

A Bill Pay payment can be changed or cancelled any time prior to the 3:00 pm cutoff time on the scheduled processing date. To cancel a single payment, you will need to edit the pending payment and select "I would like to stop this payment". To cancel a recurring payment, you will need to edit the pending payment, where you will have the option to skip that payment, as well as edit or delete the recurring payments. Bill Pay payments can be cancelled provided it is still in pending status. Once an electronic payment has been debited from your account, you cannot cancel or stop a Bill Pay payment.

If your Bill Pay payment was sent as a paper check you may be able to place a Stop Payment by contacting us. Stop Payments on Bill Pay payments sent as a paper check will be charged the Stop Payment Fee.

STOP PAYMENTS

You may initiate a Stop Payment through Business Online Banking for paper checks written off your Champlain National Bank accounts. The request for a Stop Payment must be placed prior to the item being posted to your account. Stop Payment requests made after 5:00 pm through Business Online Banking are processed at 9:00 am on the next Business Day.

Stop Payments are only effective if you can correctly identify the Payee's name, account number, check number, check amount, and scheduled date of the payment. Champlain National Bank is not responsible for determining whether the information you give us is accurate. We will also require you to put your Stop Payment request in writing no later than 14 days after you originally notified us or entered the request online. Stop Payments on paper checks will be in effect for six months. After six months, the Stop Payment will terminate and must be renewed by you to continue to be in effect. The Bank is within its rights to pay any item that is presented following the lapse of a Stop Payment. Stop Payments will be charged the Stop Payment Fee.

You agree to indemnify Champlain National Bank against any loss for the amount of the check, and all expenses, costs, and consequential damages, if any, incurred by Champlain National Bank because of refusing payment pursuant to your Stop Payment. You agree not to hold Champlain National Bank liable on account of payment contrary to your Stop Payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by the undersigned are returned for insufficient funds. You agree that Champlain National Bank may rely upon any Stop Payment placed on any check issued on your accounts designated on the Business Online Banking Enrollment Form.

ACH ORIENTATION

The Bank offers a pre-funded Automated Clearing House (ACH) Origination payment service through Business Online Banking. You may apply for ACH Origination by checking the applicable box on the Business Online Banking Enrollment Form. An eligible Champlain National Bank checking account is required. The Customer acknowledges that the designated checking account must have sufficient Available Funds two business days before the ACH file effective date.

The Bank will enable a Customer to initiate ACH credit or debit instructions through Business Online Banking. Instructions will be set up online and will be processed electronically through the ACH. The Customer agrees that any rules or regulations issued by the National Automated Clearing House Association (NACHA) shall be applicable to and binding on the Customer and that transfers shall not be initiated that violate the laws of the United States. The Customer warrants that each credit or debit instruction has been properly authorized by the person whose account is affected and that the authorization is valid at the time of creating and processing this instruction by the Bank as provided in this Agreement.

The deadline for ACH Origination instructions is 2:00 pm two Business Days prior to the effective date. ACH instructions can be entered up to 14 calendar days before the effective date. The Bank will process all entries received in a timely manner via ACH to accounts at other banks in accordance with the operating rules of NACHA.

The Bank is not responsible for delays in processing caused by circumstances beyond its control, including but not limited to errors caused by the Customer in inputting and/or releasing its transactions, machine or transmission facility malfunctions, or the action or inaction of the Electronic Payments Network, a receiving bank, or any other party.

Unless otherwise instructed, the Bank will debit or credit the Customer account for items returned or rejected through the ACH and will notify the Customer. Notification will be by telephone, mail, fax, or email by no later than the Business Day such entry would otherwise have been transmitted by the Bank to the ACH, or, in the case of an entry received for credit to an account maintained with the Bank (an On-Us Entry), its effective date.

The Bank may reject any entry that does not comply with the Bank's requirements as communicated to the Customer. The Bank will also reject an entry for insufficient Available Funds. The Customer will be notified for any rejection or return by telephone, mail, fax, or email by no later than the Business Day such entry would otherwise have been transmitted by the Bank to the ACH, or, in the case of an entry received for credit to an account maintained with the Bank (an On-Us Entry), its effective date. The Bank shall have no liability to the Customer by reason of the rejection of an entry or the fact that such notice is not given at an earlier time than that provided for herein.

The Customer has no right to cancel or amend any entry after Champlain National Bank has processed it. However, the Bank shall use reasonable efforts to act on a request by the Customer for cancellation of an entry prior to transmitting it to the ACH, or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected.

WIRE TRANSFERS

You may use Business Online Banking to create, view, modify and delete domestic Wire Transfers within your limits and accounts.

The Customer is responsible for full routing instructions. You agree that the Bank may rely on the routing or identifying number provided by you for the intermediary bank or the beneficiary's bank, even if it identifies a bank different from the bank identified in the Wire Transfer instructions. The Bank has no duty to detect any such inconsistency in identification. The Customer agrees that in executing any Wire Transfer, the Bank may make use of correspondents, agents, sub-agents, funds transfer and communications systems. To the full extent permitted by law, correspondents, agents, sub-agents, systems or intermediary banks shall be deemed to be agents of the Customer and the Bank shall not be under any liability for any errors, negligence, suspension or default of any of them, all such risks being borne by the Customer.

You agree that the Bank may rely on the Account number provided by you and the Bank is under no obligation to confirm that the name of the Account to which funds are transferred conforms to the name given in the Wire Transfer instructions.

The Bank is under no obligation to cancel or amend a Wire Transfer instruction after it has been transmitted to the Bank. However, the Bank shall use reasonable efforts to act on a request by you for cancellation of a Wire Transfer prior to the Bank's execution of the instruction, but the Bank shall have no liability if such cancellation is not effected.

The Bank has the right to reject any Wire Transfer instruction if you have insufficient Available Funds in the Account or for any other reason. If the Bank rejects a Wire Transfer instruction, the Bank shall make reasonable efforts to notify you through email or telephone no later than on the Business Day which such wire payment instruction would otherwise have been executed by the Bank.

All Wire Transfers submitted before 2:00 pm on a Business Day will be processed on that day. Wire Transfers entered after 2:00 pm on a Business Day cannot be transmitted for processing until the next Business Day.

Once a Wire Transfer has been initiated, the status on Business Online Banking will change to "Initiated" and the option to transmit will be removed. The transmit option will be available the following Business Day. Wire Transfers must be transmitted before 2:00 pm.

POSTING TIMES

Information shown on Business Online Banking is generally current as of the immediately preceding Business Day. The account balance may include deposits still subject to verification, or other items memo posted to the account by us, and may not include deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges.

INSUFFICIENT FUNDS

You must have Available Funds in your Account on the date that your transfer or Bill Pay payment will be made and that your Account will be debited. If the Account has insufficient funds, the transactions or some of the transactions may not be completed. If your Account has insufficient funds to perform all Electronic Funds Transfers and Bill Pay payments that you have requested for a given business day, then:

- Electronic Funds Transfers involving currency disbursements will have priority.
- Electronic Funds Transfers initiated through Business Online Banking, which would result in an overdraft of your account, may, at our discretion, be cancelled.

In the event the Electronic Funds Transfers or Bill Pay payments initiated through Business Online Banking, which would result in an overdraft of your Account are not cancelled, and we in our sole discretion decide to complete the transaction, overdraft charges may be assessed pursuant to the terms of the Deposit Agreement for that Account. In addition, you agree to pay the Bank immediately upon demand any overdraft amounts. We are not, however, obligated to allow an overdraft to be created.

FEES

You agree to pay any fees to use Business Online Banking, which may be in addition to charges for banking or other services we might provide for your Linked Accounts under the Agreements that apply to your accounts. You must designate an account on the Enrollment Form from which fees may be debited for provision of the Business Online Banking services.

Champlain National Bank charges the following fees:

Wire Transfers – Domestic (Incoming).....	\$25.00
Wire Transfers – Domestic (Outgoing).....	\$35.00
Wire Transfers – International (All).....	\$50.00
ACH Origination – Each File.....	\$15.00
Stop Payment.....	\$35.00

Participation in Cash Management services like ACH Origination and Wire Transfers require the issuance of a Secure Token to all users. Champlain National Bank charges a monthly fee of \$1.00 for each Secure Token.

Fees are subject to change at Champlain National Bank's discretion. You are also responsible for any data or internet service charges you incur in connection with your use of Business Online Banking.

SERVICE INTERRUPTION

At times, Business Online Banking may not be available due to system maintenance or circumstances beyond our control. During such times, or if you are not able to access Business Online Banking, you may call us at (518) 963-4201 during business hours. We also offer Telephone Banking, which can be accessed by calling (800) 246-9554.

OBLIGATION TO EXECUTE CUSTOMER INSTRUCTIONS

We are not obligated to execute Customer instructions, nor are we not liable:

- If, through no fault of ours, you do not have enough money in your Account to complete the transaction, or if the money in the Account from which a payment or transfer is to be made is subject to legal process or other claim restricting the transaction.
- If you did not properly follow the provisions of this Agreement, the online instructions for Business Online Banking, or other instructions for making a transfer or Bill Pay payment.
- If we have received incomplete or inaccurate information from you or a third party with respect to a transfer or Bill Pay payment.
- If you have not provided the correct names, telephone numbers, addresses, or account information of your Payees.
- If circumstances beyond our control (such as, but not limited to fire, flood, interference from an outside force, acts of governmental authorities, communications equipment failures, or equipment malfunction occurring despite ordinary maintenance) prevent, delay or alter the transaction, despite reasonable precautions that we have taken.
- If we have reason to believe the instructions may not have been authorized by you or if it involves funds subject to a hold dispute, restriction, or legal process that we believe prevents their withdrawal.
- If it would result in exceeding any credit limit established by us or by you.
- If it would violate any applicable provision to any federal or state regulatory authority.
- If it is not in accordance with any terms or conditions applicable to your Linked Accounts, Business Online Banking services, or with our policies, procedures, instructions, or practices.
- If we have reasonable cause not to honor for our or your protection.
- We have terminated this Agreement or closed the Account.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

Our liability to you is explained in the Agreements, Notices, and Disclosures provided to you for your Linked Accounts. This section applies only to the extent not otherwise provided for. Under no circumstances will we have any liability to you for failing to provide you with access to your Linked Accounts through Business Online Banking. Our sole obligation to you arising out of the non-availability of Business Online Banking shall be to use commercially reasonable efforts to resume such services. Our service providers are independent contractors and not our agents. To the extent permitted by Applicable Law, we will not be responsible for any error, damage, or other loss caused by any service provider. We are not responsible for any loss or damage resulting from an interruption in your electrical, telephone, or internet service; from disconnection of your telephone service by your local telephone company or from deficiencies in your line quality; or from any defect or malfunction of your computer, mobile device, or modem.

We will, however, be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Business Online Banking services.

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH CHAMPLAIN NATIONAL BANK BUSINESS ONLINE BANKING PROVIDED TO YOU UNDER THIS AGREEMENT. We do not and cannot warrant that Champlain National Bank Business Online Banking will operate without errors, or that any or all Champlain National Bank Business Online Banking services will always be available and operational. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Champlain National Bank Business Online Banking, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Champlain National Bank and its affiliates exceed the amounts paid by you for the services provided to you through Champlain National Bank Business Online Banking except as specifically provided in this Agreement.

In addition, the Bank is not responsible for any damage to your computer, mobile device, software, modem, phone, or other property resulting from any virus or viruses that you may encounter. We suggest that you routinely scan your computer using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

INDEMNIFICATION AND RELEASE

You indemnify, hold harmless, and release Champlain National Bank, its directors, officers, employees, vendors, and suppliers from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising from your breach of this Agreement or from your use of Business Online Banking if in violation of the provisions hereof or any applicable law, rule or regulation.

TERMINATION OF THIS AGREEMENT AND YOUR USE OF CHAMPLAIN NATIONAL BANK BUSINESS ONLINE BANKING

You may cancel the use of Business Online Banking at any time by calling us at (518) 963-4201, or by writing to us at Champlain National Bank, Attention: EFT Operations, 3900 NYS Route 22, Willsboro, NY 12996. Your access to Business Online Banking will be suspended within three business days of our receipt of your instructions to cancel the service. We can terminate or limit your access to Business Online Banking at any time and for any reason at our discretion. You specifically agree, however, that we may terminate your access to Business Online Banking without prior notice, if you have insufficient funds in any one of your Champlain National Bank accounts, if you do not pay any fee required for this service when due, if you do not comply with the Agreement governing your deposit or loan accounts, your accounts are not maintained in good standing, if your Business Online Banking access remains inactive for three months, or if the Bank reasonably suspects fraudulent activity through your use of Business Online Banking. Access to Business Online Banking may be reinstated in our sole discretion provided you satisfy any conditions imposed by the Bank and if sufficient funds are available in your account to cover pending account transfers, and any outstanding fees and charges. Termination will not affect your liability obligations under this Agreement for transactions that have been processed on your behalf. The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your terminations notice. You remain obligated for any payments made by the Bank on your behalf. Any scheduled or recurring Bill Pay payments or transfers will be cancelled at the time the agreement is terminated. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to Business Online Banking and does not terminate your other relationships with us.

FORCE MAJEURE

Neither party will be liable for delay in performing or failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction, or unavailability of telecommunications, data communications and computer systems and services, war, act of terrorism, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the Agreement and the time for performance of the affected obligation will be extended by a period, which is reasonable in the circumstances.

MISCELLANEOUS TERMS

This Agreement is governed by the laws of the State of New York, except to the extent certain federal laws apply. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver or any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs, successors and assigns and Champlain National Bank's successors and assigns, and Champlain National Bank may assign certain of its duties and responsibilities hereunder to third parties that perform services on its behalf. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

DISCLOSURES, NOTICES, AND PERIODIC STATEMENTS

You agree that to the extent permitted by law, receipts, notices, and disclosures associated with Business Online Banking may be provided electronically to you by email, text message, facsimile, or online, either as part of a Business Online Banking session or otherwise. You will not receive a separate Business Online Banking statement. Transfers to and from your accounts using Business Online Banking will appear on the respective periodic paper statements or eStatements for your Champlain National Bank accounts. To identify unauthorized account activity, you agree to examine your statements promptly upon receipt and notify us at once if your statement shows transfers not made by an authorized user. You may use Business Online Banking to view activity in your account as indicated above. You agree to notify us of any changes to your email address.

CHANGES TO TERMS AND CONDITIONS

We reserve the right to change the terms and conditions of this Agreement at any time. If the change would result in additional or increased fees for any Business Online Banking service, increased liability for you, fewer types of available Electronic Funds Transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our Electronic Funds Transfer system. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our Electronic Funds Transfer system, we will notify you of the change within 30 days after the change becomes effective. If you wish to decline to be bound by the changes, you should terminate the Account or discontinue the service to which the change relates; otherwise, you will be deemed to have accepted and agreed to the change.

ASSIGNMENT

We may assign our rights under this Agreement to a company affiliated with us now or in the future. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

ENTIRE AGREEMENT

This Agreement is the complete and exclusive agreement between you and us related to Business Online Banking. It supplements any other Agreement or Disclosure provided to you relating to your accounts with us. This Agreement, however, does not supersede any other credit or loan agreement, deposit agreement, Funds Transfer Agreement or agreement relating to automated clearing services. In the event of a conflict between this Agreement and any other agreement or disclosure related to your accounts with us, or any statement by our employees or agents, or any service provider related to Business Online Banking or your accounts with us, such agreements shall be construed to be consistent, to the extent possible, but this Agreement shall control with respect to Business Online Banking. No delay or omission by us in exercising any rights or remedies there under shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any simple or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

EFFECTIVENESS OF AGREEMENT

This Agreement is effective at the point you elect to use Champlain National Bank Business Online Banking. You agree to comply with the terms of this Agreement and any other reasonable instructions or recommendations we may issue to you regarding Business Online Banking. No written signature is required for you to be bound by this Agreement. You will have been deemed to have read and understood this Agreement when you begin using Champlain National Bank Business Online Banking.

APPLICABLE LAW

This Agreement is governed by the laws of The State of New York and applicable federal laws and regulations.

JACK HENRY DIGITAL BANKING TERMS OF USE AND PRIVACY POLICY

The primary licensor for the Online and/or Mobile Banking Service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

(i) General. The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

(ii) Provider Privacy Policy. The Provider may access personal information while you use the Service. The Provider may access records held by your financial institution for such information as your phone number, home address or email address. The Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use your phone number, the Provider will use the phone number to pre-populate forms that expect a personal phone number. If you grant permission to use your device's location, the Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to access photos, media, or other files stored on your device, the Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, the Provider will use it when taking a picture to add an image to a transaction, to capture images of a check that is being deposited, or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.

(iii) Source of Information. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). The Provider does not review, verify, or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes, and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by third-party sites. Account Information may be more complete or up to date when obtained directly from third-party sites.

(iv) Your Responsibility for Information. You are responsible for providing the Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service can access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(v) Rights You Grant to the Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to the Provider through the Service, you are voluntarily supplying that content to the Provider for the purpose of providing the Service to you. By submitting such information to the Provider, you represent that you are entitled to submit it to the Provider for use for this purpose, without any obligation by the Provider to pay any fees. By using the Service, you expressly authorize the Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. The Provider will submit information including user names and passwords that you provide to log you in to the website. You hereby authorize and permit the Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when the Provider is accessing and retrieving Account Information from the third-party sites, the Provider is acting on your behalf and not on behalf of the third-party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vi) Consent to Use of Data. You agree that the Provider may collect and use technical data and related information, including but not limited to technical information about your device, system, and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. The Provider may use this information, if it is in a form that does not personally identify you, to improve its products or provide services or technologies.

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

(viii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, 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, THE PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(ix) Google Analytics. To assist the Provider in maintaining and improving this application, the Provider uses Google Analytics to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information) or other data which can be reasonably linked to such information. The information helps the Provider improve the performance of this Service for you. For more information on Google's use of the data, please see the website "How Google Uses Data When You Use Our Partners' Sites or Apps" located at: <http://www.google.com/policies/privacy/partners/>.

(x) Miscellaneous. This End User Agreement constitutes the entire agreement between you and the Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.