

SGBC Mobile Banking Enrollment

TERMS AND CONDITIONS

END USER TERMS

This service is provided to you by South Georgia Banking Company and powered by a Third Party "Licensor" mobile technology solution. Section A of these End User Terms is a legal agreement between you and South Georgia Banking Company. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

SOUTH GEORGIA BANKING COMPANY TERMS AND CONDITIONS

Thank you for using South Georgia Banking Company Mobile combined with your handheld's text messaging capabilities. For help, text "HELP" to 49794. To cancel your plan, text "STOP" to 49794 at any time. In case of questions please contact customer service at 229-382-4211 or by email at mobilecustservice@sgbconline.com.

Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from South Georgia Banking Company. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by South Georgia Banking Company and not by any other third party. You and South Georgia Banking Company are solely responsible for the content transmitted through the text messages sent to and from South Georgia Banking Company. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)
3. You represent that you are the legal owner of the account(s) and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking.
4. You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. Refer to your account agreement, notices, and disclosures for more information.
5. You should review and follow the instructions provided on our website in order to properly use Mobile Banking. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you know how to properly use your wireless device and the software. We may modify Mobile Banking from time to time in our sole discretion. In the event of any modifications, you are responsible for making sure that you understand how to use Mobile Banking as modified. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking or your wireless device.

6. We may make modifications, changes, and alterations to this agreement and will provide notice to you of any modifications, changes or alterations in writing. You are responsible for regularly reviewing the agreement. Your continued use of Mobile Banking following any modifications, changes or alterations, shall constitute your acceptance of such modifications, changes or alterations.

7. The invalidity, illegality, or unenforceability of any of the clauses of these terms and conditions will not affect the validity, legality and enforceability of the remaining clauses of these terms and conditions.

8. You may cancel Mobile Banking at any time by notifying Bank in writing to PO Box 1505, Tifton GA, 31793 or by calling 229-382-4211 or 888-782-4211. This cancellation applies to Mobile Banking only and does not terminate customer's bank deposit or credit account(s). Bank recommends that all scheduled payments be cancelled prior to notification of discontinuing service. Any unprocessed payments will be cancelled. Should customer close all Mobile Banking account(s), Mobile Banking will end and any unprocessed payments or external transfers will be cancelled.

9. We may terminate Mobile Banking at any time without prior notice, including, but not limited to, inactivity. The Bank may suspend or terminate Mobile Banking for including, but not limited to, the following reasons: customer breaches any agreement with Bank; Bank believes there has been or may be a breach in the security of Mobile Banking or unauthorized activity involving customer account(s); there is uncertainty regarding the authorization, completeness, or accuracy of transactions initiated through Mobile Banking.

10. If the account is stopped or cancelled for any reason, we may stop notifications to you and cancel your mobile banking registration.

11. These terms and conditions are supplementary to the Online Banking and Bill Payment Agreement, which governs Mobile Banking and Online Banking provided through our Online Banking website. By using Mobile Banking, you are agreeing to the terms and conditions in this agreement and the terms and conditions contained on the Online Banking and Bill Payment Agreement. In addition to this agreement, you further agree that the agreement and any amendments thereto may be delivered to you electronically.

12. We may, at any time, change the online services available through Mobile Banking. We reserve the right to refuse to complete requested transactions through Mobile Banking and may refuse to provide an online service through Mobile Banking at any time.

13. You must obtain and maintain, at your own expense, a compatible and supported mobile device or phone or other supported mobile device. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data service will be compatible with Mobile Banking. South Georgia Banking Company is not responsible for any third party software you may need to use Mobile Banking. Any such software is accepted by you and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. Mobile Banking and any software you obtain may not be available at any time for any reason outside of the reasonable control of us or any service provider. Our participating carriers include, but are not limited to, AT&T, Verizon, and Sprint. You acknowledge that Mobile Banking is dependent upon the availability and quality of the wireless network through which you are accessing Mobile Banking and, as a result, Mobile Banking may not be accessible or have limited utility depending upon your choice of wireless network and the availability of data services provided by your mobile carrier. For example, a text message may be delayed or may fail to reach your mobile device. We cannot guarantee and are not responsible for the availability or utility of your wireless service. You may be charged fees by your mobile carrier. When you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with your service providers, including, but not limited to, your mobile service provider and this agreement does not amend or replace any of those agreements. You agree that only your mobile service provider is

responsible for its products and services. You agree to resolve any problems with your provider directly without involving us. We reserve the right to limit the number of mobile devices through which you may access Mobile Banking.

14. We do not warrant that Mobile Banking will meet your requirements, operate without interruption or be error-free, and we will not be liable for any loss or damage caused by the unavailability or improper functioning of Mobile Banking, or for any actions you take in reliance on Mobile Banking, including, without limitation, service interruption, inaccuracies, delays, or loss of data.

15. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any wireless device or mobile network which you utilize to access Mobile Banking. You understand and agree that you can conduct your banking business at our branches or through ATMs. You understand that, while we and our service providers have established certain security procedures, such as firewalls, codes and data encryption designed to prevent unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You also understand that access to the services will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. You agree that we are not responsible for any such unauthorized access, delays, or malfunctions, and we are not responsible for the acts of third parties. You agree to exercise caution when utilizing the Mobile Banking application on your wireless device and to use good judgement and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking. You agree that neither we or our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

16. You agree to provide us with a valid mobile number, and you must notify us immediately of any changes to your wireless device. In case of unauthorized access to your wireless device or Mobile Banking, you agree to cancel enrollment associated with the wireless device immediately.

17. As part of Mobile Banking, South Georgia Banking Company offers access to your account information over SMS, as well as the option to set up alerts based on certain activity in your accounts. You may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered. This program will be ongoing. Message and data rates apply based on your agreement with your service provider. You may unenroll at any time.

18. You understand that data transmitted to mobile devices is not encrypted, meaning that others may be able to intercept transmissions of data relating to your account(s). You agree to take precautions to protect the security and integrity of your account(s) when using Mobile Banking, including, but not limited to, (i) not leaving your mobile device unattended while logged into Mobile Banking; (ii) logging off immediately after using Mobile Banking; (iii) not providing your user name, password, or other access information for Mobile Banking to any unauthorized person. You agree that you are solely responsible for all transactions made with respect to your account(s) by any person you allow to use your mobile device, login information or other means of accessing Mobile Banking.

19. You acknowledge that in connection with your use of Mobile Banking, South Georgia Banking Company (the "Bank") and its service providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the software. South Georgia Banking Company and its service

providers will maintain reasonable safeguards to protect the information from unauthorized disclosures or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and its service providers also reserve the right to monitor use of Mobile Banking and the software for purposes of verifying compliance with the law, these terms and conditions, and any applicable license, but disclaims any obligation to monitor, filter, or edit any content.

20. You agree not to use Mobile Banking or the software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the software to transmit or disseminate (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by the Bank (in its sole discretion), that is harassing, coercive, defamatory, libellous, abusive, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage related (e.g. beer, wine, or liquor), tobacco-related (e.g. cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g. firearms or bullets), illegal drugs-related (e.g. marijuana, cocaine), pornographic-related (e.g. adult themes, sexual content), crime-related (e.g. organized crime, notorious characters), violence-related (e.g. violent games), death-related (e.g. funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g. casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading or inaccurate; (vii) any material that would expose the Bank or any third-party service provider involved in providing Mobile Banking, or any other third-party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities or FIS or any third-party. You Agree that you will not attempt to (A) access any software or services for which your use has not been authorized; (B) use or attempt to use a third party's account; (C) interfere in any manner with the provision of Mobile Banking or the software, the security of Mobile Banking or the software, or other customers of Mobile Banking or the software, or (D) otherwise abuse Mobile Banking or the software.

21. The circumstances under which we will disclose information about you, your account(s), or your online services are set forth in the information that has been separately disclosed to you in the contracts, notices, and disclosures that have been separately provided to you and in accordance with our privacy policy disclosed on our website.

22. You will receive a periodic account statement as disclosed in the terms and conditions applicable to your account(s). Transfers made through Mobile Banking will be reflected on applicable account statements.

23. South Georgia Banking Company does not assess monthly fees for Mobile Banking. However, there are transaction and other fees associated with certain services which are set forth in our separately disclosed fee schedule. Any such fees will be deducted from your account(s) which utilized an online service for which a transaction or other fee is applicable.

24. Our liability is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your account(s) and online services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your account(s) or online services.

Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the online services as expressly stated in this agreement, and will only 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 online services. If we do not complete a transfer to or from your accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer; (ii) if the transfer would go over the credit limit on your overdraft line (if applicable); (iii) if Mobile Banking was not working properly and you knew about the breakdown when you started the transfer; (iv) if circumstances beyond our control (such as fire or flood) prevent the payment, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you. In no event will we have liability for any consequential, special, punitive or indirect loss or damage whether or not any claim for such damages is based on tort or contract or we knew or should have known the likelihood of such damages in any circumstances.

25. Should there be a conflict between this agreement and the Online Banking and Bill Payment Agreement, this agreement will govern with respect to Mobile Banking and the portion of Online Banking through which Mobile Banking is offered. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

26. You agree that your use of Mobile Banking is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

27. Mobile Banking and software are provided "As Is" without warranty of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy, or completeness.

28. You agree that our service providers (including any provider of software) may rely upon your agreements and representations in this agreement and such service providers are, for the purposes herein, intended third-party beneficiaries of this agreement, with the power to enforce these provisions against you, as applicable.

29. You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any software or other wireless device applications associated with Mobile Banking.

30. Except where expressly indicated otherwise, transmissions to and from Mobile Banking, including emails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the Bank. Please do not use email to send Bank communications which contain confidential information, including account numbers. Please call 229-382-4211 or 888-782-4211 or for written communications: South Georgia Banking Company, PO Box 1505, Tifton GA, 31793. Any transmission to Mobile Banking, including emails shall be deemed and remain the property of the Bank.

31. Bank employees, nor any company affiliated with Bank, nor bank's third-party service provider, will never contact customer via email or phone requesting customer's login ID and/or password. If customer is contacted by anyone requesting such information, please contact the Bank immediately.

32. This agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without regard to the conflict of laws thereof, and to the laws of the United States.

33. No waiver by the Bank of any right under or term or provision of this agreement at any time will be deemed a waiver of any other right, term, or provision of this agreement at any time or any time in the future.

34. Service is available 365 days a year and 24 hours a day, except during system maintenance and upgrades. Customer Support is available at 229-382-4211 or 888-782-4211 or mobilecustservice.sgbconline.com.

35. Use of Google Maps-You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps.html, or other URLs as may be updated by Google.

36. Subject to your compliance with this agreement, we hereby grant you a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, and non-resellable license and right to use the application for the sole purpose of your use of the services in accordance with these terms and conditions ("License"). Pursuant to this License you may download, install and use the software on your wireless device within the United States and its territories. In the event that you obtain a new or different wireless device, you will be required to download and install the software to that new or different wireless device. This License will be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this agreement; (ii) your deletion of the software from your wireless device; or (iii) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the software from your wireless device.

37. You grant us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through Mobile Banking by you, including, your location, device based location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing Mobile Banking. This license will survive termination of this agreement for such period as necessary for us to provide Mobile Banking, comply with the law, or comply with internal guidelines or procedures. We may log your location when using mobile banking. Such information may be used by us for marketing purposes, but will not be made publicly available or otherwise shared. Some mobile devices may allow you to disable this feature and block our ability to view your location when using Mobile Banking. Please follow the directions for doing so provided by the manufacturer of your mobile device.

38. The provisions of this agreement relating to intellectual property ownership, restrictions on use, disclaimers of warranties, limitations of liability and indemnification will survive termination or expiration of this agreement for any reason.

39. The section headings/titles in this agreement are for convenience only and have no legal or contractual effect.

40. By providing a telephone number for a cellular telephone, other wireless device, or a landline number that was later converted to a wireless device, you are expressly consenting to receiving communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from South Georgia Banking Company and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.

41. You may not use or otherwise export or re-export the Mobile Banking application except as authorized by United States law and the laws of the jurisdiction in which the application was obtained. In particular, but without limitation, the application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Person's List or Entity List. By using the application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or

chemical or biological weapons.

42. The application is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all United States Government End Users acquire the application with only those rights set forth herein.

43. MOBILE DEPOSIT SERVICE

a. Mobile Deposit (the Service) is a supplemental service of South Georgia Banking Company's Mobile Banking that allows a personal deposit account holder to use the camera on their smartphone or tablet to take a picture of a check and deposit it to their account.

b. Eligible accounts are those personal checking, savings and money market accounts that have been open at least 30 days (some or all of your accounts might not be eligible for the Mobile Deposit Service).

c. Limitations - The Service is offered as a convenience, we are not responsible for any interruption to the Mobile Deposit Service or any damages or inconvenience you might suffer as a result of the Service not being available. At any time we may change the qualifications, limitations, features or the availability of the Service without prior notice.

d. Image Quality - When depositing a check using the Mobile Deposit Service you will take a picture of the front and back of all checks being deposited with the camera on your mobile device. If your check images do not meet certain standards and it is determined the check cannot be processed, the image may be rejected. You will need to reimage the check or the transaction may need to be cancelled. Mobile Deposit transactions may be reviewed by us to detect fraudulent or unqualified checks and at our discretion we may reject any check.

e. Items eligible for deposit - Checks you deposit using the Service should only be made out to you and drawn on a U.S. financial institution. The following types of checks are NOT eligible for deposit through the Remote Deposit Service; if you do so the item may be rejected and the deposit reversed: Checks that have been altered, Checks previously converted to a substitute check (as defined in Federal Reserve Board Regulation CC), Foreign checks (not drawn on a U.S. bank) or checks not payable in U.S. currency, Money orders, Cashier's checks, Travelers checks, Savings bonds, Federal government checks, Checks dated more than six months prior to the date of deposit, Checks made payable to any person other than yourself, Checks made jointly payable unless being deposited to an account in the name of all payees, Checks that have been previously deposited by any means, or Checks not endorsed as required by the Bank.

f. Endorsement - You agree to endorse all checks being imaged through the Mobile Deposit Service with your signature and the term, "FOR MOBILE DEPOSIT ONLY". Failure to properly endorse the check will cause it not to be accepted for deposit and it will be returned.

g. Deposit cut-off time - If checks have been received by us and approved for deposit before 4 PM EST on any business day (Monday - Friday excluding Federal holidays), your deposit will be considered made on that day. Deposits made after 4 PM or on a non-business day will be considered a deposit made on the next business day. Deposits may not be available for immediate withdrawal.

h. Deposit limits - We may, at any time, set daily, weekly or monthly deposit dollar amount limits. Deposits that exceed these limits may be rejected or, at our discretion, we may accept the deposit. The daily mobile deposit limit is \$2,000.00 per eligible account and items that are eligible for mobile deposit.

i. Receipt of deposit - You will be notified by email when the bank has received your deposit. This does not mean the deposit was error free or that you will get credit for this deposit. You agree to safeguard the originals for 60 days after you confirm the deposit has been credited to your account. During those 60 days we may ask to review the check. Once the 60 days are up, securely destroy the check.

j. Depositing the same check multiple times - You agree that you will be responsible for any checks that are deposited with us or with any other financial institution more than one time, whether those deposits are made electronically or as a paper deposit. Any deposits made more than one time will be debited from your account.

k. Returned checks - Any deposited checks that are returned by the drawee bank for any reason will be charged back to the account upon which they were deposited.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

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

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. License Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

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

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

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF

LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

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

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida 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 Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

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