

Mobile Banking Services Addendum to Tompkins Financial Corporation Internet Banking Services Terms and Conditions

This Mobile Banking Services Addendum (this “Addendum”) is a supplement to the Tompkins Financial Corporation Internet Banking Terms and Conditions (the “Terms and Conditions”) and sets forth the additional terms and conditions to which Tompkins Financial Corporation and/or any of its affiliates (collectively and individually, “Tompkins”) may provide certain online banking services via cellular phone or other handheld mobile device (a “Mobile Device”) as described below (“Mobile Banking”), including the terms and conditions for the remote deposit capture services Tompkins may provide to you (“Mobile Deposit Services” and together with the Mobile Banking (“Mobile Banking Services”). The Terms and Conditions are hereby incorporated into and made a part of this Addendum upon your use of the Mobile Banking Services; and the terms herein have the same meaning unless defined differently. In the event of a discrepancy between this Addendum and the Terms and Conditions, this Addendum shall apply and control unless otherwise provided in this Addendum. In the event of a discrepancy between this Addendum and prior disclosures to have been provided to you at account opening relating to electronic funds transfers (“Prior EFT Disclosures”), the Prior EFT Disclosures shall apply (the Prior EFT Disclosures are available upon verbal or written request at any of our branches). For the purposes of this Addendum, the words “we,” “us,” “our” mean Tompkins and the words “you” or “your” mean you and your company and those who use the Mobile Banking Services offered to you by Tompkins.

1. Acceptance.

By clicking “I Accept” when you enroll in Mobile Banking Services, you agree to the terms and conditions of this Addendum and the Terms and Conditions. Additionally, by using the Mobile Banking Services, you accept and agree to all of the terms, conditions and notices contained in this Addendum and the Terms and Conditions and accept responsibility for your use of the Mobile Banking Services in accordance with this Addendum and the Terms and Conditions. Please read this Addendum and the Terms and Conditions carefully before you use the Mobile Banking Services, and keep a copy for your records. Copies of this Addendum and the Terms and Conditions are accessible at each Affiliate’s web site. If you do not want to agree to this Addendum and the Terms and Conditions, you must not access or use the Mobile Banking Services.

2. Services Offered.

The Mobile Banking Services are designed to allow you to access certain account information and perform certain transactions on a Mobile Device. Mobile Deposit Services are designed to allow you to make deposits to your checking, savings, or money market saving accounts from home or other remote locations by scanning or photographing your checks and electronically transmitting a digital image of your paper checks to us or our designated processor. Not all products and services available through our website are available through Mobile Banking Services. You agree and understand that Mobile Banking Services may not be accessible or may have limited utility over some mobile networks, such as while roaming. Additional customer eligibility requirements may apply to services provided through Mobile Banking Services.

3. Fees and Charges.

Fees and charges, if any, are posted on our web site and are included in our standard schedule of fees and EFT Disclosure. We reserve the right to charge service fees in the future. If we decide to do so, we will provide you with a notice of change in terms. Standard data and mobile phone rates from your wireless provider may still apply. You may be charged access rates depending on your carrier. Please contact your mobile device carrier for additional information.

There may be a charge for additional transactions and optional services as disclosed on our fee schedule. You agree to pay such charges and authorize us to charge your designated account or, if sufficient funds do not exist in your designated account or overdraft source(s), you authorize us to charge the amount of the fee associated with the Mobile Banking Services, if any, to any of your account(s) at Tompkins. In addition to the foregoing, you agree to be responsible for any fees and charges assessed by Mobile Deposit Services arising out of your use of said service, including, without limitation, any fees assessed for any return items that are in addition to the fees set forth in our fee schedule.

4. Changes to the Terms of Use or Mobile Banking Services Offered.

Except as otherwise required by law, we may, in our sole discretion, revise and update this Addendum or the Terms and Conditions and/or modify or cancel the Mobile Banking Services we offer, from time to time, without notice. All changes are effective immediately when we post them and apply to all access to and use of the Mobile Banking Services. You will be notified of changes to this Addendum and the Terms and Conditions which materially affect your rights. Your continued use of the Mobile Banking Services means that you accept and agree to the changes. You are expected to check this page frequently, so that you are aware of any changes, as they are binding on you.

5. Hardware and Software Requirements.

In order to access and use the Mobile Banking Services, you must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and requirements from time to time. If you wish to use Mobile Deposit Services your Mobile Device must have a camera. Mobile Banking Services may not be available through all mobile service providers and carrier, and some devices may not be supported.

We are not responsible for any third party software you may need to use the Mobile Banking Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Addendum, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Mobile Banking Services. You must install and test your Mobile Device, your system, and any other required hardware and software before you make you use the Mobile Banking Services. You accept any such software “as is” and subject to the terms and conditions of the

software license agreement that you enter into directly with the third party software provided at the time of download and installment. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that you may be associated with using the Mobile Banking Services, e-mail or the Internet. You agree that all images and files transmitted to us through the Mobile Banking Services will contain not viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

In order to access Mobile Banking Services, you must first register while logged in to your Internet banking account. As part of the registration, you may be required to provide information about your Mobile Device Services and the e-mail address you have designated in connection with your use of Mobile Banking Services. We reserve the right to refuse or cancel your registration for Mobile Banking Services if we cannot verify information about your Mobile Device.

6. Compliance with Laws.

You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Mobile Banking Services, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that govern the Mobile Banking Services we provide. You promise to indemnify and hold us harmless for any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us and this Addendum or the Terms and Conditions.

7. Check Deposits Using Mobile Deposit.

Our Mobile Deposit Services are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning or photographing your checks and electronically transmitting a digital image of your paper checks to us or our designated processor. The Mobile Device must capture an image of the front and back of each check to be deposited, must read and capture the magnetic ink character recognition ("MICR") line on each check, and must read and capture all such other date and information required by this Addendum or Federal Reserve regulations for the processing of these checks for payment. We reserve the right to charge fees for Mobile Deposit Services in the future. Notice of such change(s) will be provided to you via a change in terms notice.

Original checks are converted to check images, ACH transfers or "substitute checks" as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Regulation CC ("Regulation CC"), for deposit and for processing and presentment to a collecting or paying financial institution. For purposes of this Addendum, a "substitute check" (as defined in Regulation CC) is a check reproduction of an original check that meets the following criteria:

- Contains an image of the front and back of the original check;

- Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured;
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140; and
- Is suitable for automated processing in the same manner as the original check.

In order to enroll in Mobile Deposit Services, you must be an authorized signer or an owner either individually or jointly of an Affiliate deposit account that is eligible for this service. We reserve the right to terminate the service at any time in our sole discretion.

(a) **Eligible Items for Deposit**

You agree to scan and deposit items only from an "original check" as that term is defined in Regulation CC and only those checks that are permissible under this Addendum or such other items as we, in our sole discretion, elect to include in Mobile Deposit Services. You agree that the image of the original check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in New York, except to the extent that the application of this Addendum provides for separate treatment, subject to applicable law. For purposes of this Addendum, "check" (as defined in Regulation CC) means a negotiable demand draft that is drawn on:

- or payable through or at an office of a bank or Tompkins;
- a Federal Reserve Bank or a Federal Home Loan Bank;
- the Treasury of the United States; or
- a state or local government that is not payable through or at a bank or Tompkins.

For purposes of this Addendum "item" means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.

(b) **Unacceptable Deposits**

You understand and agree that you will not deposit the following items using Mobile Deposit Services:

- Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
- Any item that is drawn on the same account in which the deposit is being made.
- Any item that contains evidence of alteration to the information on the check.

- Any check previously converted to a “substitute check,” as defined in Regulation CC.
- Any electronically-created items as defined in Regulation CC.
- Any item issued to you by a financial institution in a foreign country.
- Any item that is “stale dated” more than six (6) months prior to the date of deposit.
- Any item that is “post-dated” after the date of deposit.
- Any item stamped “nonnegotiable” (whether stamped in print or as a watermark).
- Any item that has been redeposited or returned such as “nonsufficient funds” or “refer to maker” or returned for any other reason.
- Any item that is incomplete.
- Cash.
- Savings Bonds.

Deposits of the kinds listed above may result in the immediate termination of the Mobile Banking Services. Subject to applicable law, nothing in this Addendum shall be construed as requiring us to accept or refuse any check or item for deposit, including the items identified hereinabove, even if we have accepted or refused that type of check or item previously.

(c) **Check Requirements**

Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to electronically transmitting a digital image of the original check, you will restrictively endorse any item transmitted through the Mobile Banking Services “FOR MOBILE DEPOSIT ONLY AT TOMPKINS” or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of Mobile Deposit Services as we may establish from time to time. Endorsements must be made on the bank of the share draft or check with 1 ½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your bank account, the check must be endorsed by all such payees and you may only use Mobile Deposit Services to deposit such check into a bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your bank account using Mobile Deposit Services.

The digital image of the check transmitted to us using Mobile Deposit Services must accurately and legibly provide, among other things, the following information: (a) your endorsement, and those of any other payees listed on the check; (b) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information

and the signatures; and (c) other information places on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, including the requirements under Regulation CC, or any other regulatory agency, clearing house or association. The image may be rejected for quality purposes if it does not meet the criteria set forth in this Addendum. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or delayed or improper crediting of such check or item or from any inaccurate information you supply regarding the check or item.

(d) Receipt of Items

Upon receipt of the digital image of the check, we will review the check image for acceptability and will convert items meeting our requirements into check images, ACH transfers, or substitute checks to facilitate the deposit and collection of such items. You understand and agree that electronically transmitting a digital image of a check does not constitute receipt by us. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will process the image by converting it to a check image suitable for collection, an ACH transfer or a "substitute check." Notwithstanding anything to the contrary, we reserve the right, without our sole and absolute discretion, to accept or reject any item for remote deposit into your account and, in the event we reject an item for remote deposit, you must deposit the original item. Even if we do not initially reject an item you deposit through Mobile Deposit Services, we may return the substitute check we create because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using Mobile Deposit Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

(e) Rejection of Deposit

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us relating to such deposits. We are not liable for any service or late charges levied against you due to our reject of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through Mobile Deposit Services in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, you must physically deposit the original check.

(f) Items Returned Unpaid

A notice will be sent to you if an item that you deposited is returned to us in the manner set forth in the Prior EFT Disclosures and Deposit Account Agreement and Disclosures. We may provide additional notice at your e-mail address on file with us. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

(g) Availability of Funds

We agree that we will make commercially reasonable efforts to make funds available from electronic images submitted via Mobile Deposit Services from your Mobile Device, though such times may be greater than the funds availability thresholds for items set forth in Regulation CC, the Electronic Funds Availability Act or other applicable law; and only to the extent if any that such applicable law permits greater periods of time. For purposes of determining the availability of funds, checks deposited via Mobile Deposit Services are considered received by us when we notify you of receipt of the image by an e-mail transmitted to the e-mail address you have provided to us. We may make provisional funds immediately available depending on factors we at our sole discretion deem relevant, including but not limited to your account history and relationship with Tompkins. Credit given to you in your account is provisional until settlement is final.

(h) Deposit Limits

We reserve the right to establish and assign to you deposit limits for Mobile Deposit Services (including limits on the dollar amount and/or number of checks that you may transmit through Mobile Deposit Services each day) and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits. Limits with respect to the number of permitted deposits or amounts may be available from the pertinent Affiliate's website.

(i) E-mail Address

You must notify us immediately if you change your e-mail address, as this is the e-mail address where we will send you notification of receipt of remote deposit items.

(j) Check Retention and Destruction

Upon your receipt of a confirmation from us that we have received the image of an item, you agree to (a) prominently mark the item as "Electronically Presented" to ensure that it is not represented for payment, (b) securely store each original check that you deposit using the Services for a period of forty-five days after transmission to us in order to verify settlement and credit or to balance periodic statements, (c) after such period expires, mark the original "VOID" or destroy it by cross-cut shredding or another commercially acceptable means of destruction, (d) be responsible for any loss caused by your failure to secure an original check, (e) never re-present a previously deposited check, and (f) during the retention period, promptly provide any retained check, or a sufficient copy of the front and back of the check, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check,

or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

(k) Periodic Statement and Your Duty to Report Errors

Any remote deposits made through Mobile Deposit Services will be reflected on your monthly periodic statement. You must immediately notify us of any suspected error relating to images transmitted using Mobile Deposit Services no later than sixty (60) days of our transmittal of the periodic statement, subject to a different limitation, if any, that existing law or regulation requires us to impose, after the date of the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

(l) Data Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us in the manner specified in the Prior EFT Disclosures or by telephone at 1-888-300-0100 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Addendum and the Terms and Conditions.

(m) Availability of Service

In the event you are unable to capture, balance, process, produce or transmit a file to us, or otherwise comply with the terms or the procedures of this Addendum or the Terms and Conditions for any reason, including without limitation, communications, equipment or software outages, interruptions or failures, you will transport or mail originals of all checks to our closest branch location.

(n) Accountholder's Warranties

You make the following warranties and representations with respect to your use of Mobile Deposit Services and each image of an original check you transmit to us using Mobile Deposit Services: (a) Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check; (b) the amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate; (c) each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person or the original of it negotiated or presented for payment to any financial institution for payment resulting in the same drawer's account to be debited twice; (d) other than the digital image of an original check that you remotely deposit through Mobile Deposit Services, you did not permit other or duplicate images of the original check to be deposited or put through for collection; (e) each original check was authorized by the drawer in the amount stated on the original check and

to the payee stated on the original check; (f) the information you provided to us is true and correct and, in the event such information changes, you will notify us immediately of the change; (g) you have not knowingly failed to communicate any material information to us; (h) you will retain possession of each original check deposited using Mobile Deposit Services for the required forty-five (45) day retention period and neither you nor any other party will resubmit the original check for payment; (i) you will not use the Mobile Banking Services for any illegal activity or transactions; (j) files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems; and (k) each check you submit for deposit is drawn in United States dollars on a financial institution located within the United States, excluding its territories.

8. Your Authentication Method

You agree that we are entitled to act upon instructions we receive with respect to the Mobile Banking Services under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your “Authentication Method”). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under this Addendum and the Terms and Conditions. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. Except as limited in the Prior EFT Disclosures or applicable law, you agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us by using your Authentication Method. By accessing the Mobile Banking Services with your Authentication Method, you authorize us to complete the requested transaction(s). Any requests or instructions we receive from you through the Mobile Banking Services using your Authentication Method shall be considered “in writing” under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquires, deposit transactions, checks deposited, check images, changes to accounts or services or any other communication you provide us through the Mobile Banking Services using your Authentication Method.

9. Ownership and License

You agree that we retain all ownership and proprietary rights in the Mobile Banking Services, associated content, technology and web site(s). Your use of the Mobile Banking Services is subject to and conditioned upon your complete compliance with this Addendum and the Terms and Conditions. Without limiting the foregoing, any breach of this Addendum or the Terms and Conditions immediately terminated your right to use the Mobile Banking Services. Without limiting the restriction of the foregoing, you may not use the Mobile Banking Services: (a) in any anti-competitive manner; (b) for any purpose which would be contrary to law or regulations; or (c) to harm or cause us, any drawer, drawee bank, endorser or other third party an actual or potential economic loss. You may not copy, reproduce, distribute or create derivative works from

the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Banking Services.

10. DISCLAIMER OF WARRANTIES

YOUR USE OF THE MOBILE BANKING SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE MOBILE BANKING SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE BANKING SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE BANKING SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE MOBILE BANKING SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE MOBILE BANKING SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR THE OUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

11. LIMITATION OF LIABILITY

EXCEPT AS LIMITED BY THE PRIOR EFT DISCLOSURES OR BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE MOBILE BANKING SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE

TERMINATION OF THE USE OF THE MOBILE BANKING SERVICES, OR OUR BREACH OF THIS ADDENDUM OR THE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

12. Accountholder's Indemnification Obligation

Except as limited by the Prior EFT Disclosures and Deposit Account Agreement and Disclosures, You agree to indemnify, defend and hold harmless the Bank and its directors, officers, employees, affiliates and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorneys' fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (i) your failure to abide by or perform any obligation imposed upon you under this Addendum; (ii) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of the Mobile Banking Services; (iii) the actions, omissions or commissions of you, your employees, consultants and/or agents relating to the Mobile Banking Services; and (iv) any transmission or instruction, whether or not authorized, acted upon by the us in good faith. You shall give us prompt notice of any such claims that come to your attention and give us full authority and assistance (at your expense) to defend such claims. You shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party unless the settlement only involves the payment of money, you pay that money, and the claim is fully released.

13. Termination of the Services

You may, by written request, terminate the Mobile Banking Services provided for in this Addendum. We may terminate your use of the Mobile Banking Services at any time. In the event of termination of the Mobile Banking Services, you will remain liable for all transactions performed on your account. Upon termination, (i) you will immediately cease using the Mobile Banking Services and (ii) you shall promptly remit all unpaid monies due under this Addendum, if any. We may immediately suspend or terminate your access to the Mobile Banking Services in the event that the we reasonably determine such suspension or termination is reasonably necessary or appropriate, in our discretion, to protect the Mobile Banking Services or us from harm or compromise of integrity, security, reputation or operation or that you are in breach of this Addendum or the Terms and Conditions or are otherwise using the Mobile Banking Services in a manner inconsistent with the terms of this Addendum or with applicable law.

14. Relationship to Other Disclosures

The information in this Addendum applies only to the Mobile Banking Services described herein. Provisions in other disclosure documents, as may be revised from time-to-time, remain in effect for all other aspects of your account.

15. Governing Law

You understand and agree that this Addendum and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of New York, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of New York.

16. Savings Provision

In the event of a conflict between a provision of this Addendum and applicable law, this Addendum controls unless applicable law prohibits such a conflict or deviation. In such event, applicable law shall apply only to the extent of the conflicting provision and shall not invalidate this Addendum or any other provision thereof that conflicts or deviates from applicable law.

17. Confidentiality.

You acknowledge and agree that confidential data relating to the Mobile Banking Services, marketing strategies, business operations and business systems (collectively, “Confidential Information”) may come into your possession in connection with this Addendum. Such Confidential Information is the exclusive and confidential property of Tompkins. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

18. Waiver

The failure of either you or us to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

19. Relationship

This Addendum does not create, and shall not be construed to create, any joint venture or partnership between you and us. No officer, employee, agent, servant, or independent contractor of either of us shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

20. Force Majeure

You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay in the Mobile Banking Services due to causes beyond our reasonable control.

21. Non-Assignment/Severability

You may not assign this Addendum. A determination that any provision of this Addendum is unenforceable or invalid shall not render any other provision of this Addendum unenforceable or invalid.