

Bankability On Demand User Agreement

Bankability On Demand (“service”) is designed to allow you, a customer of Midstates Bank, N.A. (“the bank”), an additional communication channel by sending an SMS text message to a number designated by the bank. Other agreements you have entered into with the bank, as applicable to your account(s), are incorporated by reference and made a part of this agreement.

Your use of Bankability On Demand constitutes your acceptance of this agreement. This agreement is subject to change at any time, and we will notify you of change via email or on our website and will provide a link to review the revised agreement. Your continued use of Bankability On Demand will indicate your consent to be bound by the revised agreement. The bank reserves the right in its sole discretion to change, add, or remove portions from the service. Your continued use indicates your acceptance of any such changes.

You will never receive a message that asks you to send us any sensitive personal or financial information. If you ever receive such a request for sensitive personal or financial information - such as your Social Security Number, account number, password, PIN number, or any other personal data - do not respond to the message and call us the bank to report the incident.

Hardware and Software. In order to use Text Concierge, you must have and maintain at your expense compatible hardware and software. Ask the bank for current specifications. The bank is not responsible for any third-party software or subsequent charges you may need to use this service: such as wireless data usage, SMS text message rates, or carrier fees. Any such software is accepted by you and is subject to the terms and conditions of the software agreement you enter into with the third-party provider.

Consent to Messages. By enrolling in alert messages, you are consenting to receive SMS text messages created at the discretion of the bank. You can unenroll at any time by sending STOP to 39257 or by calling the bank.

Security. This service may not be encrypted and may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information we provide to you through this service. You have the sole responsibility for maintaining the safety, security and integrity of the Mobile Device you will use to send and receive SMS messages. You shall bear the entire risk for any use thereof, whether or not you have authorized such use and whether or not you are negligent. If you permit other persons to use the Mobile Device, you will be held responsible for their activity and we will not be liable for any damages resulting to you. You agree not to use the service, content, or information in any way that would be considered illegal.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THIS SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY THE SERVICE, WHETHER EXPRESS 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 SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS WILL BE CORRECTED. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICE, 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, EXCEPT AS OTHERWISE REQUIRED BY LAW.