

Terms and Conditions

Program: Bank of Columbia offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at [270-384-6433](tel:270-384-6433) ext. 4 or CustomerService@bankcolumbia.com, or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Bank of Columbia or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Bank of Columbia and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive 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 (collectively "User Information"). Bank of Columbia and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure 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. Bank of Columbia and its affiliates and 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 disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. 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, privacy, 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 {name of Financial Institution} (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, 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 Name of Financial Institution 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, 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 Name of Financial Institution, 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 of Fiserv 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; or (b) use or attempt to use a third party's account; or (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.

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 http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

Terms and Conditions for Mobile Banking and Mobile Remote Deposit Capture

Thank you for using Bank of Columbia Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at any time. In case of questions please contact customer service at [270-384-6433](tel:270-384-6433) ext. 4 or CustomerService@bankcolumbia.com or visit www.bankcolumbia.com.

Before using Mobile Banking and/or Mobile Remote Deposit Capture, you must (a) have already accepted the online banking terms and conditions agreement, (b) consent to receive notices and disclosures electronically, and (c) read and accept this Agreement. You must evidence that consent and acceptance by selecting the button declaring your acceptance as part of your enrollment in Mobile Banking. In addition, you agree you are deemed to automatically renew that consent and acceptance each time you log in as a user and use Mobile Banking to

conduct any transaction. The current version of this Agreement can always be viewed online through your Online Banking service.

Consent to Receive Disclosures and Notices Electronically

By accepting the terms of this agreement, you are also consenting to receive disclosures electronically. You also confirm that you can download and print a copy of this agreement. You have the right to request a paper copy of this disclosure by calling 270-384-6433. You may withdraw the consent for disclosures regarding mobile banking by calling 270-384-6433.

In order to access, view, and retain your account information electronically, you must have a device which is capable of accessing the Internet with an Internet web browser that has the capabilities to support a minimum 128-bit encryption; and software which permits you to receive and access Portable Document format or "PDF" files.

You are solely responsible for immediately updating your electronic address if it changes. You must update your email address by logging into your online banking account, accessing the page for managing your email address or accessing the mobile banking page to update your mobile device phone number, and entering your new email. If you need assistance updating your email address, please contact us.

Equipment and Software

Bank of Columbia does not guarantee that your mobile device/mobile device service plan will be compatible with our Mobile Banking Service. You are responsible for understanding the operation and maintenance of your mobile device. Bank of Columbia is not responsible for any errors or problems related to your device, mobile provider, or internet access.

Mobile phones with internet capabilities are susceptible to viruses. Customers are responsible for making sure that the mobile device they are using to access Mobile Banking is protected from any harmful components (viruses, worms, Trojan horse, etc.). A virus may not only disrupt service, but could result in information being intercepted by a third party. The Bank of Columbia is not responsible if sensitive information is stolen by a third party as a result of a virus on the customer's mobile device at any point or from any source.

Service Availability

We will use reasonable efforts to make the mobile banking service available on a continued basis and accessible 24 hours per day, seven days a week; however, the Bank of Columbia does not guarantee the functionality of the service on all devices, on all communication networks, in all geographic regions at all times.

Mobile Banking service may be temporarily unavailable for regular or emergency maintenance. In addition, your accessibility to the Mobile Banking Service, may be interrupted because of conditions beyond our control including outages in internet accessibility or a natural disaster. Rest assured the Bank will use every commercially reasonable effort to re-establish the service as soon as possible.

Fees

Currently the Bank of Columbia does not charge a fee to enroll in or to use the Mobile Banking Service itself. However, other fees as outlined in other agreements or disclosures are still applicable for products or services that you may purchase or use through Mobile Banking such as overdraft fees, excess withdrawal fees, etc.

Check with your mobile service provider for message and data rates that may apply.

The Bank of Columbia reserves the right to institute or modify fees for mobile banking and other services. You will be notified of any modifications in advance.

Funds Availability

Transactions are processed on business days only. Every day is a business day except Saturdays and Sundays and federal holidays. A transfer completed after 4:00 p.m. CST on a business day or on a non-banking day, as specified above, may be posted on the next business day. (See your Funds Availability disclosure for specific information)

Electronic Fund Transfer Disclosures and Agreement terms

Unauthorized Transactions

Tell us AT ONCE if you believe your online password has been lost or stolen or if you believe your password may be used without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

Also, if your statement shows transfers that you did not make, tell us at once.

The following three paragraphs apply only to Accounts that are "Consumer Accounts" (as defined in your online banking terms and conditions agreement):

If you tell us within two Business Days (see above for our Business Days), you can lose no more than \$50 if someone used your online password without your permission. If you do NOT tell us within two Business Days after you learn of the loss or theft or unauthorized use of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after your statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a confirmed extended trip or hospital stay, kept you from telling us, we will extend the time periods.

Contact in event of Unauthorized Transfers

If you believe your mobile device or online password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call Bank of Columbia Online Banking Department at 270-384-6433 or write to us at Bank of Columbia Online Banking Department, P.O. Box 849, Columbia, KY 42728. You also may notify us by sending us a fax at to: 270-384-2563, Attention: Bank of Columbia Online Banking Department.

In case of errors or questions about your electronic transfers, telephone us, email us, or write to us at the telephone number, email address or office address provided in the paragraph above. Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we mailed you the FIRST statement on which the problem or error appeared. When you contact us about your problem (including by telephone, email or fax), please

- Include your name and account number(s).
- Describe the error or transaction in question, and explain why you believe it to be an error.
- Tell us the dollar amount of the suspected error.
- If the problem involves a bill payment, tell us the checking account number used for payment, the payee's name, date for which the payment was scheduled, payment amount, and any applicable payee account number or reference number.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

The following three paragraphs apply if your complaint or error is with regard to a Consumer Account:

We will determine whether an error occurred within 10 Business Days after we hear from you and correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10

Business Days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts (an account that has been opened for 30 days or less), we may take up to 20 Business Days to provisionally credit your account for the amount you think is in error.

We will tell you the results of our investigation within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

Our Liability for Failure to Make Transfers or Paying Late

If we do not complete a transfer to or from your bank account on time or in the correct amount according to our agreement with you, and if the transfer was to or from a Consumer Account, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.
- If a legal order directs us to prohibit withdrawals from the account
- If your account is closed or if it has been frozen
- If a hold has been placed on your account for uncollected funds
- If the transfer or payment would cause the account to become overdrawn beyond the balance of the account plus any overdraft protection
- If you, or anyone you allow, commits fraud or violates any law or regulation
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount of the payee on a bill payment
- If you have not properly followed the instructions for using Bank of Columbia online banking Bill Payment Service
- If circumstances beyond our control (such as fire, flood, hurricane, improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us
- There may be other exceptions stated in our agreement with you

Mobile Remote Deposit Capture

1. Services. The mobile remote deposit capture services ("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 checks and delivering the images and associated deposit information to Bank of Columbia or the Bank of Columbia's designated processor.

2. Acceptance of These Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after the Bank of Columbia has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Bank of Columbia reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Qualifications. Use of the Service is subject to bank approval. In order to be eligible to use the Service, your account(s) must meet qualification criteria set by the bank. We will review all accounts

for which you are a signer in order to determine your qualification.

4. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

5. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Bank of Columbia from time to time. Contact CustomerService@bankcolumbia.com for currently supported hardware and software. The Bank of Columbia is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is 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.

6. Fees. A fee may be charged for the Service. You are responsible for paying the fees for the use of the Service as applicable. Any fee that is charged will be disclosed prior to your deposit. The Bank of Columbia may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize Bank of Columbia to deduct any such fees from any Bank of Columbia account in your name.

7. Eligible Items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Bank of Columbia is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Money Orders
- Checks made payable to Cash
- Traveler's checks
- Savings Bond
- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into (third party checks)
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC or returned check.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks on which the numerical and written amount are different
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.

8. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For Remote Deposit, account # _____" and include a first and last name signature or as otherwise instructed by the Bank of Columbia. You agree to follow any and all other procedures and

instructions for use of the Services as Bank of Columbia may establish from time to time.

9. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Bank of Columbia that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

10. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Central Time on a business day (all days except Saturdays, Sundays and Federal holidays) that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available the following business day after the day of deposit. The Bank of Columbia has the right to reject any and all deposits.

11. Disposal of Transmitted Items. Upon your receipt of a confirmation from the Bank of Columbia that we have received an image that you have transmitted, You agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, You agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to the Bank of Columbia upon request.

12. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$3,000.00 per business day and \$1,500.00 per item. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.

13. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in the Bank of Columbia's sole discretion subject to the Terms and Conditions governing your account.

14. Errors. You agree to notify the Bank of Columbia of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Bank of Columbia account statement is sent. Unless you notify Bank of Columbia within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank of Columbia for such alleged error.

15. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. The Bank of Columbia bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

16. Image Quality. The image of an item transmitted to the Bank of Columbia using the Services must be legible, as determined in the sole discretion of Bank of Columbia. Pay special attention to the lighting and shadows. A clear image of the front and back of the check is required to accurately display the amount of the check, the payee, the drawer's signature, the date of the check, the check number, the information in the MICR line, and the endorsement. Without limiting the foregoing, the

image quality of the items must comply with the requirements established from time to time by the Bank of Columbia, Fiserv, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

17. User Warranties and Indemnification. You warrant to the Bank of Columbia that:

- a. You will only transmit eligible items.
- b. You will not transmit duplicate items.
- c. You will not re-deposit or re-present the original item.
- d. All information you provide to Bank of Columbia is accurate and true.
- e. You will comply with this Agreement and all applicable rules, laws and regulations.
- f. You are not aware of any factor which may impair the collectability of the item.

You agree to indemnify and hold harmless Bank of Columbia from any loss for breach of this warranty provision.

18. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

19. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your original account terms and conditions or any other agreement with us.

20. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

21. Email Address. You agree to notify us immediately if you change your e-mail address. You understand that the e-mail address that we have on file for you may be used to relay information about the Service. We are not responsible for any losses incurred as a result of you not receiving or otherwise reading notifications or confirmations we send to you.

22. Ownership & License. You agree that the Bank of Columbia retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Bank of Columbia business interest, or (iii) to the Bank of Columbia's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. 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 Services.

23. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES 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 THE SERVICES, 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 SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

24. 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK OF COLUMBIA HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.