

**TERMS AND CONDITIONS**

Please read the following terms and conditions carefully. This Internet Online and Mobile Banking Agreement and Disclosure ("Agreement") contain terms and conditions governing use of online banking services known as Internet Online Banking Services ("Online Banking") and Mobile Banking Service ("Mobile Banking").

By enrolling in First Savings Bank ("the Bank" or "FSB") Online Banking and Mobile Banking services, you agree to all the terms and conditions contained in this Agreement and all terms and conditions of the Bank's Deposit Account Agreement, the Electronic Consent the Electronic Statement Agreement. By accepting this Agreement, you also understand you may be given an option to receive all the disclosures required pursuant to the Act or Regulation E in electronic form.

**DEFINITIONS**

There are specific terms used in this agreement, these terms are defined as follows:

- "Account(s)" means the checking, savings, money market, certificates of deposit, and/or individual retirement accounts that you have established at Bank.
- "Business Day" means any day excluding Saturday, Sunday, and legal Bank holidays.
- "Check" means any written order to pay a specific amount of money drawn on, payable through or at, or processed by, a bank or other depository institution. If a check is sent or returned as an electronic image or as a Substitute Check, it is still considered a check.
- "Check Image" means an electronic image of an original paper check.
- "Debit Card" refers to your **First Savings Bank** ATM Card, Personal Debit Card, Health Savings Account Debit Card, or Business Debit Card.
- "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for additional details.**
- "Electronic Funds Transfer" or "Transfer" means any transfer of funds initiated through Online Banking Services for the purpose of ordering, instructing, or authorizing Bank to debit or credit any of your Deposit Account(s).
- "Internal Transfer" means the transfer of funds between your accounts.
- "MICR Data" means information from the Magnetic Ink Character Recognition printing on the bottom of the checks which includes routing, transit, account and check numbers.
- "Mobile Banking" or "Mobile Banking services" means the banking services accessible from the Device you have registered with us for access to First Savings Bank's Mobile Banking Service.
- "Mobile Device" means a mobile telephone, tablet, wearable device, or other mobile device capable of sending and receiving SMS text messages and/or accessing the Internet via a web browser.
- "Online Banking Service" or "Online Banking services" means the banking services accessible from a computer using a secure login, with a password and additional authentication.
- "Regulation CC" means Regulation CC as adopted by the Federal Reserve Board, set forth at 12 C.F.R. Part 229
- "Remotely Created Check" means remotely created checks as defined in Regulation CC, and include checks that, among other things do not bear the signature of the person on whose account the check is drawn.
- "Services" means Internet Online Banking Services and Mobile Banking Service.
- "Site" or "Website" means the First Savings Bank website is located at [www.fsbbank.net](http://www.fsbbank.net).
- "Smart Phone" means any device that allows access to First Savings Bank's App and allows access to the Internet.
- "Substitute Check" means a paper document that is created from an image and meets the definition of a "substitute check" under Regulation CC.
- "Transfer" means a transfer of funds between two accounts.
- "You and Yours" means each account holder and all authorized signers on an account who applies and uses the First Savings Bank App.
- "Our," "We," "Us," and "Bank" means First Savings Bank ("FSB")

**OTHER TERMS****CHANGE TO AGREEMENT**

We may offer additional internet and mobile banking services and features in the future. Any such added internet or mobile banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile banking service or feature is added and/or at the time of enrollment for the features or service, if applicable. These terms and conditions may be added, modified or cancelled from time to time without notice, except as required by Law.

**OTHER ACCOUNTS**

Your Deposit Account(s), Loan Account(s) or any other accounts accessed through Online Banking or Mobile Banking services continue to be governed by any applicable depository, loan, or other agreement. You understand that your execution of this Agreement does not alter any terms and conditions of other agreements governing your Bank accounts unless expressly altered herein. In addition, the use of the website is governed by the "Terms and Conditions" for the Bank's website. The Bank's Privacy Policy notices are provided on the Bank's website.

You agree not to use online banking services to initiate any transactions that violate any state laws or the United States. You understand that it is your responsibility to use online banking services in compliance with all applicable laws, rules, and regulations, including, without limitation, any export controls, including, but not limited to your responsibility to comply with control by the United States of the export of products and information containing encryption technology. You acknowledge and agree that you must comply with such export control laws, and you agree not to export or re-export any encryption technology related to or within online banking services to countries or persons prohibited under applicable law. By using the online banking services, you represent that you are not in a country where such export is prohibited. This paragraph shall not be construed to mean, and Bank hereby disclaims any such representation, that any content or use of the online banking services is appropriate or available for use in locations outside of the United States. Accessing the online banking services from locations where its contents or use is illegal is prohibited by Bank. If you choose to access the online banking services from locations outside the United States, you understand that you do so at your own risk and that you are responsible for compliance with any applicable local laws.

**CHILDREN USING ONLINE AND MOBILE BANKING SERVICES**

The safety and privacy protection of children is very important to First Savings Bank. Children should always ask their parent or guardian for permission before sending personal information to anyone online. You understand that only the parent or legal guardian of a child under the age of 13 has authority to access Online Banking and Mobile Banking services, even if the account has been established on behalf of that child. If you permit a child under the age of 13 to use Online Banking and Mobile Banking Services, or give the child your User ID and password, you understand that you are responsible for all activity the child initiates from or to any of your accounts, even if he or she exceeds your authorization. I understand that I can contact Bank with any questions or concerns.

**SECURITY PROCEDURES**

You are solely responsible for the security of your access to the Services. You should not provide access to the Services to anyone other than an owner of the Account. You must comply with the security procedures or practices we require from time to time. You are also solely responsible for safeguarding the security and confidentiality of any information obtained through your use of the Services, for physical checks which you have imaged and for preventing errors or unauthorized access to the Service and/or your Accounts.

**AVAILABILITY OF THE SERVICE**

We will use reasonable efforts to make the Services available; however, the Services may be unavailable from time to time for maintenance or other reasons. If the Services are unavailable for any reason, you must make your deposits in another manner. We make no representations or warranties about the availability of the Services. In addition, we will not be liable for any inaccurate or incomplete transmissions deposits you have attempted to make through the Service which were not completely processed or posted.

**INDEMNIFICATION**

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless First Savings Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of FSB's Mobile Banking service.

**NO WARRANTY**

Your use of the services is at your sole risk. The Services are provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind as to the service, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

**LIMITATION OF LIABILITY**

We will not be liable for any direct, special, indirect, punitive or consequential damages, including without limitation lost profits or revenues resulting from your use or inability to use the service, even if we are advised in advance of the possibility of such damages.

Much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law. Your continued use of the Service following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change. Notice of a change may be made by mail or electronically.

We encourage you to keep this Agreement for your records.

**FIRST SAVINGS BANK – MOBILE BANKING**

**DESCRIPTION OF SERVICE.**

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your FSB account information, make payments to others or yourself, make check deposits, transfer funds, pay bills and conduct other banking transactions. To utilize all of the FSB App's features, you should be enrolled in Online Banking and opted into Electronic Statements and accessed the Bill Payment services.

Mobile Banking may not be accessible or may have limited service over some network carriers. In addition, the Service may not be supported on all devices. First Savings Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, this includes issues related to data outages or "out of range" issues.

**USE OF APP**

You agree to review instructional information provided to you in person, available through our website at [www.fsbbank.net](http://www.fsbbank.net), or provided to you within our app. Furthermore, you agree to accept responsibility for learning how to use the FSB app and agree to contact us directly if you have any problems with the Service. In addition, you are responsible for knowing how to properly use any Device used to access this Service. First Savings Bank will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

**OTHER AGREEMENTS**

You agree that when you use the FSB App, you remain subject to the terms and conditions set forth in your existing agreements with First Savings Bank and with any unaffiliated services providers, including, but not limited to, your mobile service provider. This agreement does not amend or supersede any of these agreements. You understand that these agreements may provide for fees, limitations and restrictions which might impact your use of the App. You should review or request copies of these agreements to ensure you understand any fees, limitations, and/or restrictions. You agree to be solely responsible for all such fees, limitations, and restrictions. You agree that any fees, limitations, and restrictions imposed by unaffiliated third parties (such as your mobile service provider) are your responsibility and do not involve us. You agree to resolve any issues or problems with these providers directly without involving the bank.

We also reserve the right to limit the types and numbers of accounts eligible for the FSB App and may refuse to process a transaction you request through the Service. The Bank may modify its mobile banking services at any time.

**EQUIPMENT AND SOFTWARE.**

First Savings Bank does not guarantee that your Device or mobile phone service provider will be compatible with the FSB App. Mobile phones and other mobile Devices with internet capabilities can be susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. FSB will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. FSB will not be responsible if any non-public personal information is accessed via the FSB App due to any above-named viruses residing or being contracted by your Device at any time or from any source.

**YOUR RESPONSIBILITIES**

You represent and agree to the following by enrolling for The FSB App's or by using the Service:

**ACCOUNTS OWNERSHIP/ACCURATE INFORMATION**

You represent that you are the legal owner of the accounts and other financial information which may be accessed via the FSB App. You represent and agree that all information you provide to us in connection with the FSB App is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the FSB App. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access the FSB App.

**USER SECURITY**

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the FSB App. You agree not to leave your Device unattended while logged into the App and to log off immediately at the completion of each access by you. You agree not to provide your username, password, PIN or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access the FSB App, you are responsible for any transactions they authorize, and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of the FSB App is available for use in locations outside of the United States. Accessing the FSB App from locations outside of the United States is at your own risk.

**USER CONTENT**

You agree not to use the FSB App or the content or information delivered through the FSB App in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the FSB App to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the FSB App; (i) interfere with or disrupt the use of the FSB App by any other user; or (j) use the FSB App in such a manner as to gain unauthorized entry or access to the computer systems of others.

**INTERNET BANKING AND MOBILE BANKING TRANSFERS**

You understand that all internal transfers must originate from an account on which you are a current signer. The Bank reserves the right to refuse the acceptance of any particular transfer for any reason.

**SCHEDULE**

You may use the Service to transfer funds between your eligible FSB accounts ("Internal Transfer"). If you submit your transfer request prior to 8:00 PM EST, the transfer will be credited as of that business day. Transfer requests received after 8:00 PM EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank is closed, will be processed on the next business day.

**LIMITS**

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit or another deposit account with FSB, you agree to cover any overdraft amount plus any applicable fees.

Some savings and money market account types limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Internet Banking and Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees if you exceed the transaction limits of your Account using the FSB App or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency, number and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

**CANCELLING TRANSFER**

You understand that you cannot cancel an immediate Transfer from your Deposit Account(s) after it has been entered into Online Banking Services and the information has been transmitted to Bank.

**YOUR LIABILITY FOR UNAUTHORIZED USE**

You will tell Bank at once if you believe that you User ID, Password, and/or AAI has been lost or stolen or used without your permission. You understand and acknowledge that the best way to minimize your loss is to call Bank immediately. You also understand that the unauthorized use of your User ID and password could cause me to lose all of the money in your accounts, plus any amount available under your overdraft protection, if you do not notify Bank in a timely manner.

You understand that you will have no liability for unauthorized transactions if you notify Bank within sixty (60) days after the statement showing the transaction has been mailed to you or made available to me through Online Statement Delivery (if you are enrolled in Online Statement Delivery). If you do not tell Bank within sixty (60) days after the statement was mailed to you or made available to you through Online Statement Delivery (if you are enrolled in Online Statement Delivery), you may not get back any money you lost after the 60 days if Bank can prove that you could have stopped someone from taking the money if you had told Bank in time.

**ERRORS OR QUESTIONS**

In case of errors or questions about transfers, you should call the Bank at 833-372-4968 or write to First Savings Bank, 702 North Shore Drive, Ste 300, Jeffersonville, IN 47130. If you think your account statement is wrong or if you need more information about a Transfer listed on the statement, you must contact Bank immediately. You understand that Bank must be notified no later than sixty (60) days after the FIRST account statement on which the problem or error appeared was mailed or made available through Online Statement Delivery (if you are enrolled in Online Statement Delivery), and you must:

- Tell Bank your name and account number;
- Describe the error or the Transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- Tell Bank the dollar amount of the suspected error.

**EXTERNAL TRANSFERS TERMS**

In these terms, some provisions apply to you as the party using the service to initiate funds transfers. Some provisions apply to you as the party approving a request to transfer funds from or to you. In both cases, you agree to the applicable provisions of these terms. The Bank uses a third-party agent, and other financial intermediaries (collectively, the "Service Provider") to accomplish funds transfers. You may also have other agreements with another financial institution that holds your account that apply to your account but not to this service.

This service allows you to initiate or authorize funds transfers between accounts or people you have designated using the Funds Transfer Service (an "ACH Transfer"). By clicking the "Confirm" button when you initiate an external transfer, you authorize us as the financial institution to (i) accomplish this transfer through the Automated Clearing House ("ACH") and (ii) to use the Service Provider as our agent for this purpose.

You understand that the Bank and its Service Provider may originate more than one ACH entry (for example, a paired credit and debit entry) to accomplish the transfer you are requesting or authorizing. These ACH entries may be originated in any sequence (for example, a credit may be provided to you in advance of settlement on a paired debit entry against your account). You authorize us or our Service Provider to resubmit debit entries against your account as needed to fulfill the ACH Transfer you have requested. If this is a recurring

ACH Transfer, this authorization will continue in full force and effect until such time as you cancel the recurring ACH Transfer as provided below.

The sections below also apply to anyone using the service, whether to send or to receive funds:

1. You represent that you are at least eighteen (18) years old, a resident of the United States and have a valid e-mail address. You represent that you are the owner of the applicable debit and/or credit accounts and have the right to access, use, and authorize us and our agents to initiate ACH entries to debit or credit such accounts in the amount you have specified.
2. You agree to comply with the National Automated Clearing House Association ("NACHA") rules when as the Originator (as defined under NACHA rules) you initiate funds ACH Transfers to or from your accounts or accounts of another person. You authorize the Service Provider to be an Originator and to use an Originating Depository Financial Institution ("ODFI") (as defined under NACHA rules) chosen by it where appropriate to process your request to the Financial Institution.
3. If you are requesting funds be transferred from an account held by another person to an account you have with us, you authorize us and our Service Provider to send an e-mail or SMS text message on your behalf requesting him or her to authorize the funds transfer to you.
4. You accept our appointment of the Service Provider as our agent to electronically process your funds transfers on our behalf as you have instructed, subject to the terms and conditions stated herein. You understand and agree that the Service Provider is not acting as a fiduciary, trustee or money transmitter, or providing escrow service, with respect to your funds, but only acting as the Financial Institution's processor.
5. You agree to use the service for legal purposes only and not in violation of any U.S. or foreign laws, including but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations promulgated by the U.S. Treasury Department, such as sanction laws administered by the Office of Foreign Asset Control. You agree that if we suspect or believe a transaction is unlawful or even suspicious, we may block the transaction and take any other action we deem to be reasonable. This includes acting to prevent violations of the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA") and these Terms of Service. If you are a non-consumer, you certify that you are not now engaged, and will not use the service, in any activity or business that is unlawful under the UIGEA. You agree not to use the service in any manner that could damage, disable, overburden, or impair the service or interfere with any other parties use and enjoyment of the service.
6. If you will be using an account at another financial institution to initiate ACH Transfers using this Funds Transfer Service, you authorize us and our Service Provider to make small deposits and/or withdrawals to the target account to confirm your control of that account. The withdrawal amount(s) will never be greater than the deposit amount(s). You agree to verify online the amounts of such deposits and/or withdrawals. We will not transfer the funds in this case until verification is made, and neither we nor our Service Provider shall have any liability to you for failure to initiate the funds transfer you have requested due to your failure to complete the authorization process. Notwithstanding the foregoing, some accounts you have at another financial institution may be used without this verification process.
7. We and our Service Provider will process your funds transfer request based on the information you provide. Any errors in the information (including incorrect or inconsistent account names, account numbers or ABA routing numbers) that you provide to us are your responsibility. We and our Service Provider are not required to investigate discrepancies between account numbers and names on the account, and you agree that we and our Service Provider are not responsible for investigating such discrepancies and may execute an ACH Transfer using account number information only, even if the name and the account number do not match. You agree to use a browser or mobile application that at a minimum provides a level of security equivalent to 128-bit RC4 encryption when accessing or using the service to initiate or approve ACH Transfers.
8. If an account of yours has a joint account holder, you represent and warrant that each joint account holder has consented to the ACH Transfer(s), whether sending funds or receiving funds.
9. You may not be able to cancel or revoke an ACH Transfer once you have submitted or approved it since processing begins immediately or soon after your approval is received by us. For your rights in placing a stop payment on your account, refer to the specific account disclosures provided to you by your financial institution. You may stop payment of a recurring ACH transfer orally or in writing at least three business days before the scheduled date of the transfer. ACH Transfers with a status of pending may be cancelled; recurring ACH Transfers may be deleted prior to submission of the next transfer.
10. All accounts must be located in the U.S. No International transactions are supported.
11. The typical time to transfer funds with us using the ACH network is three to five business days (that is, days we are open but excluding federal holidays and weekends). If we permit you to initiate an expedited transfer, this time may be reduced to one to two business days. However specific transaction times may vary, and neither we nor our Service Provider guarantee any specific turnaround time to complete your funds transfer. You should check your accounts to see your ACH Transfers. If you are sending funds, you should check with the intended recipient of the funds to confirm the status of the funds.
12. You agree that credits to your account are provisional and subject to return or reversal if we or our Service Provider receives returns or reversals from the ACH or if we must otherwise reverse an ACH Transfer (including for failure to receive final payment). After we have received final payment on ACH credits, these deposits are referred to as collected items. We also reserve the right to refuse to process or to return all or any funds transferred.
13. We or our Service Provider, in our sole and absolute discretion, have the right to reject, reverse, or cancel any ACH Transfer you initiate, and/or restrict or condition your ability to use the service, at any time for any reason or no reason, including but not limited to (a) insufficient funds in an account being debited; (b) suspicious activity; (c) order of any law enforcement agency or other legal process; (d) inability to verify information you or others provide or are asked to provide; (e) providing us with false or

inaccurate information; (f) hacking, tampering or impacting the service functionality, availability or security; (g) using the service for unlawful purposes (as determined by us in good faith, but without the need for inquiry); or (h) failing to cooperate with any information request.

14. In consideration of the agreement by us and our Service Provider to act upon your request to make transfers of funds in the manner provided for in these Terms of Service:
  - a. If any fees, fines or other sanctions, or damages or loss, are incurred or suffered by us or our Service Provider in connection with your use of the service, you agree to indemnify, defend, and hold harmless us and the Service Provider.
  - b. The service, information, data, features and all content on this website are offered and made available on an "as is," "as available," basis. In no event shall we or our Service Provider be liable to you (and, if you are a non-consumer, your company, employees, agents, third parties, associates, or partners), or to anyone else for any consequential, incidental, special, punitive, or indirect damages of any kind whatsoever, including without limitation those resulting from loss or impairment of use, data, or profits, that you or anyone else may incur relating to your use or access to this site, or the use or access hereto by anyone else, even if we have been advised of the possibility of any such damages.
  - c. You expressly waive any and all claims you may have or assert against us or our Service Provider relating directly or indirectly to accessing or using or reliance upon any such information or data by you or anyone else.
  - d. The term "damages" as used herein includes, without limitation, any and all liability, loss, damage, injury, claim, founded or unfounded, expense, fee of any kind, including, attorneys' or accountants' fees.
  - e. Note - if you are a consumer, the foregoing is limited to the extent that it may conflict with any non-waivable rights you may have under applicable law.
15. WE AND OUR SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING THIS SERVICE, WEBSITE OR ANY CONTENT ACCESSIBLE HEREIN OR AVAILABLE FROM OTHER SITES ACCESSIBLE HEREBY, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR USE, WARRANTY OF NON-INFRINGEMENT, WARRANTY OF TITLE, OR WARRANTY OF ANY OTHER KIND.
16. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. In such states liability is limited to the extent permitted by law. Accordingly, some of the above limitations may not apply to you.
17. In the case where a provision in another agreement we have with you conflicts with a provision in these Terms of Service, these Terms of Service will apply.
18. These Terms of Service will be interpreted according to their fair meaning and shall not be interpreted strictly against or for either party. These Terms of Service constitute the entire agreement with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether, electronic, oral or written, between you and us.

### **MOBILE DEPOSIT TERMS**

This agreement governs your use of First Savings Bank's Mobile Deposit Service (the "Mobile Deposit"). Mobile Deposit allows you to make deposits to your account(s) remotely by sending images of a check to us for deposit through an eligible mobile device, such as a smart phone or tablet. By enrolling in this service or using the service, you agree to the terms of this agreement. Your account(s) are also subject to the terms and conditions governing your accounts relating to the service, including but not limited to your Deposit Account Agreement.

### **THE SERVICE**

In order to participate in Mobile Deposit, you must at all times maintain an Account with us. Mobile Deposit permits you to take an image of a check with your smart phone and deliver that image to us for deposit, in accordance with our requirements. You retain the original paper check after you make the deposit. If we accept a Check Image for collection, we will attempt to collect the item by presenting the Check Image or converting the Check Image to a Substitute Check, or in any other manner. The manner in which the Check Image or Substitute Check is presented for payment, cleared and collected will be determined by us, in our discretion. You agree that all Check Images you deposit through Mobile Deposit will be considered "items" and "instruments" under the Uniform Commercial Code, as if they were the original paper items. We may terminate Mobile Deposit or change, modify, add or remove requirements or functionality in connection with Mobile Deposit at any time, without notice to you. You understand that in the event the item you submitted for deposit is returned unpaid, you will receive only a copy of the Check Image, the Substitute Check, or other information available to us, depending on the manner of presentment.

### **YOUR ELIGIBILITY FOR THE SERVICE**

We will determine from time to time in our discretion if you are eligible for the Service. We may impose limits from time to time on the amount or number of deposits you make through Mobile Deposit and in our sole discretion; we may refuse to permit you to make deposits to a particular Account through the Service. We may suspend or terminate your use of Mobile Deposit at any time and without prior notice to you. You must at all times maintain an Account with us. You may not use Mobile Deposit at a location outside the United States. We reserve the right to review your use of Mobile Deposit and your security practices and may require you to implement reasonable and necessary controls in order to continue to use the Service.

### **ITEMS ELIGIBLE FOR THE SERVICE**

We may decline to accept any Check Image you submit through the Service, in our sole discretion. Only a check, (as defined in Regulation CC) payable on demand and drawn on or payable at an office of a United States bank is eligible for deposit as a Check Image through the Service. You must physically endorse each paper check and ensure that all endorsements are obtained prior to creating a Check Image for transmission to us. Checks should be endorsed including a reference to Mobile RDC Deposit. Examples of items that are not eligible for deposit through Mobile Deposit include: checks drawn on banks located outside the U.S., travelers' checks, checks payable in a currency other than U.S. currency, savings bonds, and promissory notes. Money Orders may not be eligible for deposit and are subject to increased review and may be rejected for deposit without prior notice. If you try to submit a Money Order, they must be legible and all information must be completed, however we cannot guarantee they will be accepted. If a Money Order is rejected you will be notified of the rejection by regular mail, email, an alert thru the FSB App's mobile banking service, Online Banking message, phone call or any other format you have authorized. In addition, you may not deposit any of the following through the Service: **checks payable to a person other than you (even if the check is endorsed over to you)**, fraudulent checks, or checks you should have known are fraudulent, stale dated checks (more than 6 months old), checks that have been previously deposited with us or at another financial institution, Substitute Checks, Remotely Created Checks, checks containing alterations of any kind, or any other type of item that we determine from time to time to refuse to accept through the Service. If you scan and attempt to deposit one of the items that are not eligible for deposit, we may, at our option, reject the deposit and notify you that it is rejected. In such a case, we are not required to return the image of the item that you attempted to deposit.

#### **TECHNICAL REQUIREMENTS/ACCURACY OF IMAGES**

In order to use the Service, the mobile device you use must meet the technical requirements we specify from time to time. We have no responsibility for any technical difficulties you may have with accessing the Service, including difficulties with your device or your mobile carrier.

You are solely responsible for accurately capturing a clear and complete image of each paper check, including MICR Data. If your mobile device produces Check Images that we determine are not of acceptable quality, we may, at our option, reject your deposit (although we have no obligation to inspect the Check Images you submit for deposit). You are required to inspect all Check Images to ensure the legibility of the Check Image, including without limitation the dollar amount of the check, the signatures of the persons signing and endorsing the check and the MICR Data.

You are responsible for any errors as a result of your failure to follow our guidelines or requirements when submitting a Check Image for deposit. We have no liability to you for any failure to process a deposit of a Check Image for which you have not provided us (i) full and correct information from the original paper check, (ii) an accurate and legible image of the original paper check, or (iii) a Check Image in compliance with our formatting standards and other guidelines we have made available to you.

#### **OUR RECEIPT OF CHECK IMAGES**

Any transmission of a Check Image for deposit made after the cut-off time, which is currently 4:30 PM EST on each business day, will be deemed to be received by us at the opening of the next Business Day. We may change the cut-off time at any time, if we choose to have an earlier cutoff time; we will notify you of the change. A Check Image transmitted for deposit using Mobile Deposit is received when the entire transmission in which the Check Image is contained is received and approved by us.

We are not responsible for Check Images that we do not receive for any reason, including a transmission error. A Check Image is deemed to be received by us only when we send you confirmation that we have received the Check Image. Even after we confirm receipt, the Check Image may be rejected by us for any reason, in our sole discretion.

You understand that we have no obligation to verify the accuracy or quality of any Check Image prior to processing the deposit. We may, in our discretion, reject a Check Image at any time before we submit it for collection. We have no obligation to reject, repair, alter, amend, or re-format in any manner a Check Image that you transmit to us for deposit.

#### **YOUR REPRESENTATIONS AND WARRANTIES**

Each time you submit a Check Image to us for deposit to an Account through the Service, you are deemed to have made the same representations or warranties to us that would have applied if you had deposited the original paper check, and all representations or warranties that we must make under applicable law, clearinghouse rule, regulation, operating circular, agreement or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a Substitute Check created from the Check Image. In addition, you make the following specific representations and warranties:

- The Check Image is a complete and accurate representation of the front and back of a check which is eligible for deposit under this Agreement, including the MICR Data.
- The original check used to create the Check Image has not been previously deposited with us or at any other financial institution, duplicated or used to create another image or electronic fund transfer.
- The Check Image satisfies our image quality standards, as we may establish them from time to time.
- All information you have provided to us is accurate and complete. No subsequent transferees of the Check Image, or any Substitute Check created from the Check Image shall sustain a loss as the result of the fact that the Check Image or Substitute Check was presented for payment or returned instead of the original paper check.
- You are a person entitled to enforce the check, all signatures on the check are authentic and authorized, the check has not been altered or forged, the check is not subject to a defense or claim in recoupment of any party that can be asserted against you and you have no knowledge of any insolvency proceeding against the drawer.
- You are acting in compliance with this Agreement, your deposit account agreement and all applicable laws and regulations.

**INDEMNIFICATION**

With respect to your use of Mobile Deposit and each Check Image that you transmit to us, in addition to any other indemnification obligations that you may have pursuant to other agreements with us, you shall indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including without limitation, reasonable attorneys' fees and court costs) (collectively, "Claims") arising directly or indirectly from or relating to your use of Mobile Deposit or your breach of the representations, warranties or covenants set forth in this Agreement, including without limitation any such Claims relating to (a) any duplicate, fraudulent, altered or unauthorized check, Check Image or Substitute Check, (b) our acceptance of or creation of a Check Image or Substitute Check rather than requiring presentment of the original physical check, (c) your attempt to duplicate the presentation to us or any other depository institution of a Check Image through the presentation of the original physical check or any Check Image or Substitute Check derived from the original physical check, or (d) our inability to qualify as a holder in due course of any physical check or the Check Image of a physical check under the Uniform Commercial Code.

**RETENTION OF ORIGINAL CHECK**

When the Check Image you have submitted to us for electronic deposit has been credited to your account, you must mark the original check with the word "VOID MOBILE DEPOSIT MM/DD/YY" in ink which cannot be erased, and you must retain the physical check securely for period of thirty (30) days. You must store the check securely, using precautions at least as secure as you would use to protect blank checks. You must make the original paper check available to us at our request at any time. If you fail to produce the original check upon our request during the thirty (30) day period, you authorize us to deduct the amount in question from your account, regardless of whether such deduction may cause your account to become overdrawn, and to pay any associated fees. At the expiration of the thirty (30) day period, you **must** destroy the original paper check.

**FUNDS AVAILABILITY**

The funds availability schedule that we provided to you when you opened your Account or that we otherwise have made available to you will generally apply to Check Images that you deposit through Mobile Deposit as if you had deposited the original physical check. However, we may, in our sole discretion, delay availability of funds from any deposit you make through the Service. If we delay availability of funds from your deposit, we will notify you either by email at the email address provided through your Online Banking enrollment or by regular mail to the mailing address of record.

**NO COMMERCIAL USE OR RE-SALE**

You agree that Mobile Deposit 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 the FSB App or resell, lease, rent or distribute access to the FSB App.