

Alden State Bank

ONLINE AND MOBILE BANKING AGREEMENT

1. Meaning of some words. In addition to those terms defined within the body of this agreement, the terms listed below have defined meanings for the purposes of this agreement:

- a. “We,” “us,” “our” and “ours” mean Alden State Bank, 13216 Broadway, P.O. Box 238, Alden, NY 14004-0238;
- b. “You,” “your” and “yours” mean (i) any corporation, partnership, limited liability company or other business organization, or any city, town, village, school district or other governmental body that enrolls in Online and Mobile Banking, or any individual who enrolls in Online and Mobile Banking for use in connection with deposit accounts at least one of which is not established primarily for personal, family or household purposes; or (ii) any individual who enrolls in Online and Mobile Banking for use in connection with deposit accounts at least one of which is established primarily for personal, family or household purposes;
- c. “Online Banking” means an internet banking service being provided by us or on our behalf;
- d. “Mobile Banking” means the Online Banking service that allows you to perform certain of the Online Banking services via your mobile device;
- e. “Online and Mobile Banking” means Online Banking and Mobile Banking services;
- f. “Account” means the checking, savings, loan, money market, certificate of deposit, individual retirement and other accounts that you have established with us, including consumer accounts and business accounts;
- g. “Account information” means any information pertaining to your account, including, but not limited to, any sensitive information, such as usernames and passwords, challenge questions and answers, card numbers, personal identification numbers for any card, account numbers, authentication and authorization information, personally identifiable information, and your social security number or entity information number, as applicable;
- h. “Additional user” means, for business accounts, any individual, whether or not an authorized party or an employee or other agent of yours, designated by you or your administrator and approved by us as a user of Online and Mobile Banking on your behalf;
- i. “Agent” means anyone you have indirectly or directly authorized to communicate with us, make decisions regarding your account, utilize Online and Mobile Banking for your account, or in any way act on your behalf regarding your account by providing written or verbal direction to us identifying such agent or by providing account information to such agent, including any third party;
- j. “Approved deposit account” means any deposit account of yours with us that is approved by us as accessible for transfers of funds through Online and Mobile Banking;
- k. “Approved payment account” means any approved deposit account that is approved by us to be used for payments through Online and Mobile Banking;
- l. “Approved loan account” means any loan account of yours with us that is approved by us as accessible for

transfers of funds through Online and Mobile Banking;

m. “Bill payment,” or “payment” means the online or mobile services by which you direct us to debit your accounts and transfer funds to a payee;

n. “Business account” means any account established primarily for business or governmental purposes;

o. “Business day” means any day excluding Saturday, Sunday and legal holidays;

p. “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;

q. “Consumer account” means any account established primarily for personal, family or household purposes;

r. “Deposit account” means the checking, savings, money market, certificate of deposit and/or individual retirement accounts that you have established with us;

s. “Electronic document” means any periodic statement for an approved deposit account or approved loan account, any image of a check or other item that would normally be provided with a periodic statement for an approved deposit account, any communication that would normally be provided with a periodic statement for an approved deposit account or approved loan account and that is chosen to be sent to you through Online and Mobile Banking (for example, a change of terms notice, an annual privacy notice, or another notice that is required by applicable law or an agreement between you and us) or any other communication relating to an approved deposit account or approved loan account that is chosen to be sent to you through Online and Mobile Banking (for example, an automated clearing house, wire transfer or overdraft item notice);

t. “Error detection procedure” means any procedure established by us or any agent of ours to detect any error in the communication or transmission of any instruction to us;

u. “Identifier” means any identifier (for example, a username, password, access code or token) assigned by us or any agent of ours to you or, if applicable, your administrator or by you or your administrator to any additional user, or chosen by you, your administrator or any additional user, for use in connection with Online and Mobile Banking;

v. “Instruction to us” means any instruction, notice, order or other communication given to us in connection with Online and Mobile Banking;

w. “Liability or expense” means, with respect to any obligation of yours to indemnify or reimburse us or any agent of ours, any liability, loss, cost or expense (for example, an attorney’s fee or disbursement, whether the attorney is hired for advice, litigation or any other purpose, or a cost of investigation or litigation);

x. “Loan account” means any loan or line-of-credit accounts that you have with us;

y. “Mobile Banking App” means any mobile application available for use in connection with Mobile Banking that is available for download in the Apple App Store, Google Play Store, or similar program;

z. “Mobile banking device” means any wireless device (for example, a cellular telephone or tablet) that is

capable of being used in connection with Online and Mobile Banking and is approved by us for use by you or on your behalf in connection with Online and Mobile Banking;

aa. "Mobile device" means a mobile telephone, tablet, wearable device, or other mobile device capable of sending and receiving short message service (SMS) text messages and/or accessing the internet via a web browser;

bb. "Operating procedure" means any operating procedure for Online and Mobile Banking established by us or any agent of ours;

cc. "Payee" means any individual, business or other entity that you designate for transfer of funds or bill payment, and who or which we accept as payee;

dd. "Security procedure" means any identification, pre-notification or other security procedure (for example, the use of an identifier) established by us or any agent of ours to verify that any instruction to us supposedly given by you or on your behalf in connection with Online and Mobile Banking is actually being given by you or on your behalf;

ee. "Substitute check" means a paper reproduction of an original check with an accurate, legible image of the front and back of the original check, and that conforms to standards established by the Federal Reserve Board;

ff. "Transaction" means any action you initiate, request or conduct using Online and Mobile Banking;

gg. "Your administrator" means, if you are a corporation, partnership, limited liability company or other business organization, or a city, town, village, school district or other governmental body, the individual designated by any authorized party and approved by us as the administrator of Online and Mobile Banking on your behalf.

2. Consumer accounts and business accounts. Unless specifically designated as applying to consumer accounts or business accounts, all terms and conditions in this agreement apply equally to consumer accounts and business accounts.

3. Certain representations and warranties. You represent and warrant to us that your entry into and performance of this agreement, the use of Online and Mobile Banking by you or on your behalf and each transfer of funds or payment ordered by you or on your behalf through Online and Mobile Banking do not and will not violate applicable law, or any judgment or order of any court, agency, or other governmental body by which you are bound.

For business accounts, you also represent and warrant to us that your entry into and performance of this agreement, the use of Online and Mobile Banking by you or on your behalf and each transfer of funds or payment ordered by you or on your behalf through Online and Mobile Banking do not and will not violate your certificate or articles of incorporation, by-laws, operating, limited liability company, or partnership agreement or other charter, organizational or other governing document or any resolution of or other action of record by any shareholder, member, director, manager or governing body of yours, do not and will not violate or constitute any default under any agreement or instrument by which you are bound, are in furtherance of your purposes and within your power and authority and do not and will not require any authorization of, notice to or other act by or relating to any other party (for example, a shareholder, member, director, manager or governing body of yours) that has not been duly obtained, given or done and is not in full force and effect.

4. Consumer accounts; personal purposes. For consumer accounts, you represent and warrant to us that the use

of Online and Mobile Banking by you or on your behalf will be primarily for personal, family or household purposes rather than for business or governmental purposes.

5. Business accounts; business purposes. For business accounts, you represent and warrant to us that the use of Online and Mobile Banking by you or on your behalf will be primarily for business or governmental purposes rather than personal, family or household purposes. You acknowledge that in connection with Online and Mobile Banking you will not have any right that applies under applicable law to deposit or credit accounts established primarily for personal, family or household purposes but not to deposit or credit accounts not established primarily for personal, family or household purposes (for example, the right to limited liability for unauthorized use of an internet banking service). Nothing in this agreement, any statement for any approved deposit account or approved loan account that we send you or otherwise make available to you or any notice or other communication or document that we send to you (for example, the use of a term defined in the Electronic Fund Transfer Act or the giving of a notice required by the Electronic Fund Transfer Act) will give you in connection with Online and Mobile Banking any right that applies under applicable law to deposit accounts established primarily for personal, family or household purposes but not to deposit accounts not established primarily for personal, family or household purposes.

6. Deposit accounts. You represent and warrant to us that no deposit account from which a withdrawal of funds will be ordered by you or on your behalf through Online and Mobile Banking will be a fiduciary account, an account for which two or more persons are required to sign a check written on the account or a withdrawal form for the account or an account subject to a similar restriction. But no limitation on a withdrawal of funds from any deposit account from which a withdrawal of funds is ordered by you or on your behalf through Online and Mobile Banking arising because the account is a fiduciary account, because the account is one for which two or more persons are required to sign a check written on the account or a withdrawal form for the account or because the account is subject to a similar restriction will apply to any withdrawal of funds from the account ordered by you or on your behalf through Online and Mobile Banking.

7. You and your administrator. For business accounts, you represent and warrant to us that you and your administrator will have an unrestricted right to act alone to withdraw or to give any order to withdraw funds from any deposit account from which a withdrawal of funds will be ordered by you or on your behalf through Online and Mobile Banking (for example, by signing a check written on the account or a withdrawal form for the account or giving an order for an automated clearing house entry or wire or intrabank transfer involving funds in the account). We may rely on the authority of your administrator to act on your behalf in connection with Online and Mobile Banking (for example, by giving any instruction to us, designating any additional user and limitations on the authority of any additional user to give any instruction to us, terminating or changing any limitation on the authority of any additional user to give any instruction to us, designating any other individual as your administrator, choosing any identifier to be used in connection with any security procedure or requesting that any identifier used in connection with any security procedure be rendered ineffective) until we receive from any authorized party and have a reasonable time to act on a written notice that your administrator is no longer authorized to act on your behalf in connection with Online and Mobile Banking.

8. Additional users. For business accounts, monitoring whether any additional user is acting within his or her authority to give any instruction to us is your responsibility and the responsibility of your administrator, and we may rely on the authority of any additional user to give any instruction to us.

9. Identifier. Neither you nor, if applicable, your administrator nor any additional user may allow anyone else to have any identifier unless you authorize him or her to use Online and Mobile Banking on your behalf. You and, if applicable, your administrator and each additional user must keep each identifier in a secure location separate from

any equipment (for example, a computer or mobile banking device) or software you use or, if applicable, your administrator or any additional user uses in connection with Online and Mobile Banking. For reasons of security, we or any agent of ours may render any identifier ineffective. WE WILL NOT BE LIABLE FOR DAMAGES YOU SUFFER AS A RESULT OF YOU OR, IF APPLICABLE, YOUR ADMINISTRATOR OR ANY ADDITIONAL USER ALLOWING ANYONE ELSE (FOR EXAMPLE, A PARTY THAT AGGREGATES ACCOUNT INFORMATION OR CONTENT OF WEBSITES) TO HAVE ANY IDENTIFIER.

10. Your responsibility for instructions. Except to the extent prohibited by applicable law, you will be responsible for and bound by each instruction given by you or anyone else you allow, such as, if applicable, your administrator, any additional user or anyone else you allow or your administrator or any additional user allows, to have any identifier or to use Online and Mobile Banking, and the instruction to us and, if the instruction to us is any order described in Sections 14, 15 or 16 of this agreement, each transfer of funds or payment initiated by the instruction to us will be covered by this agreement as though the instruction to us had been given by you. Thus, you will be responsible for verifying the content of each instruction to us (for example, the description in the instruction to us of any amount or any name or account or other identifying number of an account or financial institution or other party), and we will not be responsible for doing so.

11. Prohibition of certain transactions. Online and Mobile Banking may not be used by you or on your behalf for any prohibited or unenforceable transaction (for example, an illegal gambling transaction, a purchase of an illegal product or a transaction with an individual, organization or government on which the federal government has imposed economic or trade sanctions or with which it has prohibited transactions), but, if it is, you waive any claim that the transaction should not have been charged against any deposit account on the ground that the transaction was prohibited or unenforceable, and you must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising out of the transaction. For business accounts, you must maintain and use a filtering system designed to assure that no transaction involving an individual, organization or government on which the federal government has imposed economic or trade sanctions or with which it has prohibited transactions is made using Online and Mobile Banking, and you must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any failure by you to maintain and use that type of filtering system.

12. Online and Mobile Banking. Online and Mobile Banking consists of a number of features, including a banking feature, a bill payment feature, and, for business accounts, an automated clearing house/wire transfer feature. The banking feature is always included in Online and Mobile Banking, while the bill payment feature and the automated clearing house/wire transfer feature will be available to you only if chosen by you and approved by us. The banking feature of Online and Mobile Banking has a number of features (for example, electronic statement delivery) that will be available to you only if chosen by you and approved by us. If chosen by you and approved by us, a mobile banking device may be used in connection with the banking feature of Online and Mobile Banking.

13. Use of Mobile Banking. Through Mobile Banking, we offer you mobile access to your account information (for example, for checking balances and last transactions) over SMS, as well as the option to set up alerts for your accounts (for example, low balance alerts). Enrollment requires identification of your banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by you receiving an SMS message with a verification code which you will have to enter on our website. Additionally, you may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered to you. This service will be ongoing. Message and data rates may apply. You will be allowed to opt out of this service at any time.

If you have questions, you can contact us at 716-937-3381 or send a text message with the word "HELP" to this

number: 99588. We can answer any questions you have about the service.

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

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

You acknowledge that in connection with your use of Mobile Banking, we and our affiliates, and service providers and their affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the software (collectively "User Information"). We and our affiliates, and service providers and their affiliates, 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. We and our affiliates, and service providers and their affiliates, also reserve the right to monitor use of Mobile Banking and the software for purposes of verifying compliance with applicable laws, these terms and conditions, and any applicable license, but disclaim any obligation to monitor, filter or edit any content.

You further acknowledge that in connection with your use of Mobile Banking, we and our affiliates, and service providers and their affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the software. We and our affiliates, and service providers and their affiliates, 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, perform analytics to improve the service, 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.

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 us (in our 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 our reputation or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (for example, beer, wine, liquor), tobacco-related (for example, cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (for example, firearms, bullets), illegal drugs-related (for example, marijuana, cocaine), pornographic-related (for example, adult themes, sexual content), crime-related (for example, organized crime, notorious characters),

violence-related (for example, violent games), death-related (for example, funeral homes, mortuaries), hate-related (for example, racist organizations), gambling-related (for example, 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, cancel bots 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 us, 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 our equipment or facilities and the equipment or facilities of our affiliates, and service providers and their affiliates, 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.

The terms of this paragraph apply to the card controls feature ("Card Controls") within the Mobile Banking App, notwithstanding anything in this agreement to the contrary. The terms of this paragraph only apply to Card Controls. If Card Controls are not available to you, then the terms of this paragraph do not apply. To the extent there is any conflict between the terms of the agreement and the terms of this paragraph with respect to Card Controls, then the terms in this paragraph shall apply: (i) the Card Controls feature is only available for debit cards issued by us that you register within the Mobile Banking App; (ii) the Card Controls alerts and controls that you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device; please contact us to discontinue the alerts and controls; (iii) certain Card Control functionality within the Mobile Banking App may not be available for all transactions; Card Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address; (iv) Card Controls may enable access to us and third parties' services and websites, including GPS locator websites, such as Google's; use of such services may require internet access and you accept additional terms and conditions applicable thereto; (v) to the extent the Mobile Banking App allows you to access third party services, we, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability; (vi) THE MOBILE BANKING APP, THE SERVICES, AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT; IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL; SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW; (vii) YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED, OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION, OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION, OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE

LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION, OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES, OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED; THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS); SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU; (viii) if you have enabled location services on your phone and agree to the collection of your location when prompted by the services, we will collect location data when you use the services even when the Mobile Banking App is closed or not in use (for example, to provide our fraud detection services); if you do not want us to collect this information, you may decline the collection of your location when prompted or adjust the location services settings on your mobile device.

14. Use of banking feature. Subject to the provisions of this agreement, the banking feature of Online and Mobile Banking may be used by you or on your behalf to:

- a. Give an order to us to make an immediate or future non-recurring transfer of funds from any approved deposit account to any other approved deposit account or any approved loan account;
- b. Give an order to us to make a series of recurring transfers of funds of the same amount from any approved deposit account to any other approved deposit account or any approved loan account;
- c. Give an order to us changing or canceling any order described in clause a of this section that was previously given through the banking feature of Online and Mobile Banking;
- d. Give an order to us changing or canceling as to all future transfers of funds any order described in clause b of this section that was previously given through the banking feature of Online and Mobile Banking;
- e. Give an order to us to stop, or to renew an order to stop, the payment of any check written on any checking or money market account of yours with us;
- f. Request information available through the banking feature of Online and Mobile Banking concerning any

approved deposit account or approved loan account that is approved by us as accessible for information through the banking feature of Online and Mobile Banking (for example, information concerning deposits in, withdrawals from, and the balance of the account); and receive notice of the availability at our website of electronic documents for any approved deposit account or approved loan account through the electronic statement delivery feature of the banking feature of Online and Mobile Banking.

Any order to stop, or to renew an order to stop, the payment of a check given by you or on your behalf through the banking feature of Online and Mobile Banking will be subject to our general rules concerning orders to stop the payment of a check, except that the order need not be confirmed in writing. For example, the order will be effective for six months after the date it is placed against the account on which the check is written.

Because the balance available for withdrawal from an approved deposit account may vary from time to time during any day, you may not rely on any statement obtained through the banking feature of Online and Mobile Banking as to the balance available for withdrawal from the approved deposit account at any time other than the time the statement is obtained.

15. Use of bill payment feature. Subject to the provisions of this agreement, the bill payment feature of Online and Mobile Banking may be used by you or on your behalf to:

- a. Give an order to us to make a non-recurring payment from any approved payment account;
- b. Give an order to us to make a series of recurring payments of the same amount from any approved payment account;
- c. Give an order to us changing or canceling any order described in clause a of this section that was previously given through the bill payment feature of Online and Mobile Banking;
- d. Give an order to us canceling as to all future payments any order described in clause b of this section that was previously given through the bill payment feature of Online and Mobile Banking; and
- e. Request information available through the bill payment feature of Online and Mobile Banking concerning payments from any approved payment account made through the bill payment feature of Online and Mobile Banking.

Any payment from any approved payment account made through the bill payment feature of Online and Mobile Banking will be made by either a transfer of funds through an automated clearing house to the payee of the payment or the sending of a check to the payee. Because the payee will not receive a payment stub with the payment and because the payee may process payments made without a payment stub at a different location than is normally the case or may take longer than is normally the case to process those payments, it may be advisable for you to verify with the payee the address to which the payment should be sent and the period of time required for the posting of the payment.

It is not advisable to use the bill payment feature of Online and Mobile Banking to make a payment to a governmental body (for example, a payment of a tax bill).

16. Use of automated clearing house/wire transfer feature. Subject to the provisions of this agreement, for business accounts, the automated clearing house/wire transfer feature of Online and Mobile Banking may be used by you or on your behalf to:

- a. Give an order to us to make a non-recurring transfer of funds through an automated clearing house from any deposit account maintained by you or someone other than you with us or another financial institution to any other deposit account maintained by you or someone other than you with us or another financial institution as long as one of the accounts is maintained by you;
- b. Give an order to us to make a series of recurring transfers of funds of the same amount through an automated clearing house from any deposit account maintained by you or someone other than you with us or another financial institution to any other deposit account maintained by you or someone other than you with us or another financial institution as long as one of the accounts is maintained by you;
- c. Give an order to us to make a non-recurring transfer of funds by a wire or intrabank transfer from any deposit account maintained by you with us to any deposit account maintained by someone other than you with us or by you or someone other than you with another financial institution; and
- d. Give an order to us to make a series of recurring transfers of funds of the same amount by a wire or intrabank transfer from any deposit account maintained by you with us to any deposit account maintained by someone other than you with us or by you or someone other than you with another financial institution.

17. Initiation, processing, charging, changing and cancellation of orders given through banking feature of Online and Mobile Banking. The following rules apply to the initiation, processing, charging, changing and cancellation of orders given by you or on your behalf through the banking feature of Online and Mobile Banking:

- a. If an order to make an immediate non-recurring transfer of funds is given through the banking feature of Online and Mobile Banking:
 - i. The transfer will be scheduled to be made on the day we receive the order unless that day is not a business day of ours or we receive the order after 4:00 p.m. eastern United States time that day, in which case it will be scheduled to be made on our first business day after that day;
 - ii. The transfer may be charged against the account from which it is to be made as early as the day we receive the order; and
 - iii. The order may not be changed or canceled.
- b. If an order to make a future non-recurring transfer of funds is given through the banking feature of Online and Mobile Banking:
 - i. The order must schedule the transfer to be made on a specified date after the day we receive the order;
 - ii. The transfer will be scheduled to be made on the date the order schedules it to be made unless that date is not a business day of ours, in which case it will be scheduled to be made on our first business day after that date;
 - iii. The transfer may be charged against the account from which it is to be made as early as the date on which it is scheduled to be made; and
 - iv. The order may be changed or canceled until 4:00 p.m. eastern United States time on the day before the date on which the transfer is scheduled to be made.

c. If an order to make a series of recurring transfers of funds is given through the banking feature of Online and Mobile Banking:

i. The order must provide for the transfers to be equal in amount and regular in frequency on a weekly, bi-weekly, semi-monthly, monthly, bi-monthly, quarterly, semi-annual or annual basis and must schedule them to begin and end on specified dates after the day we receive the order;

ii. Each of the transfers will be scheduled to be made on the date the order schedules it to be made unless that date is not a business day of ours, in which case it will be scheduled to be made on our first business day after that date;

iii. Each of the transfers may be charged against the account from which it is to be made as early as the date on which it is scheduled to be made; and

iv. The order may not be changed, but the order may be canceled with respect to any of the transfers until 4:00 p.m. eastern United States time on the day before the date on which the transfer is scheduled to be made.

18. Initiation, processing, charging, changing and cancellation of orders given through bill payment feature of Online and Mobile Banking. The following rules apply to the initiation, processing, charging, changing and cancellation of orders given by you or on your behalf through the bill payment feature of Online and Mobile Banking:

a. If an order to make a non-recurring payment is given through the bill payment feature of Online and Mobile Banking:

i. The order must provide as the payee of the payment a party that is located in the United States, would not be receiving the payment under a court order and is not regarded by us as ineligible for payment through the bill payment feature of Online and Mobile Banking;

ii. The order may not provide for the payment to be made in currency other than United States currency;

iii. The order may not provide for the payment to be more than \$10,000;

iv. The order must schedule the payment to be made on a specified date on or after the day we receive the order;

v. The payment will be scheduled to be made on the date the order schedules it to be made, except that:

A. If that date is the day we receive the order and that day is a Saturday, Sunday or legal holiday or we receive the order after 4:00 p.m. eastern United States time that day, it will be scheduled to be made on the first day after that day that is not a Saturday, Sunday, or legal holiday; and

B. If that date is not the day we receive the order, it will be scheduled to be made on the last day before that day that is not a Saturday, Sunday, or legal holiday or a day on which we receive the order after 4:00 p.m. eastern United States time;

vi. The payment may be charged against the account from which it is to be made as early as the date we receive the order; and the order may be changed or canceled until 4:00 p.m. eastern United States time on the date on which

the payment is scheduled to be made.

b. If an order to make a series of recurring payments is given through the bill payment feature of Online and Mobile Banking:

i. The order must provide for the same payee of all of the payments and must provide as the payee a party that is located in the United States, would not be receiving the payments under a court order and is not regarded by us as ineligible for payment through the bill payment feature of Online and Mobile Banking;

ii. The order may not provide for any of the payments to be made in other than United States currency;

iii. The order must provide for the payments to be equal in amount, no more than \$10,000 each and regular in frequency on a weekly, biweekly, semi-monthly, monthly, bi-monthly, quarterly, semi-annual, or annual basis and must schedule them to begin on a specified date;

iv. Each of the payments will be scheduled to be made on the date the order schedules it to be made, except that:

A. If that date is the day we receive the order and that day is a Saturday, Sunday, or legal holiday or we receive the order after 4:00 p.m. eastern United States time that day, it will be scheduled to be made on the first day after that day that is not a Saturday, Sunday, or legal holiday; and

B. If that date is not the day we receive the order, it will be scheduled to be made on the last day before that day that is not a Saturday, Sunday, or legal holiday or a day on which we receive the order after 4:00 p.m. eastern United States time;

v. Each of the payments may be charged against the account from which it is to be made as early as the date on which it is scheduled to be made; and

vi. The order may be changed or canceled with respect to any of the payments until 4:00 p.m. eastern United States time on the date on which the payment is scheduled to be made.

c. No more than 30 orders to make payments other than to individuals from any approved payment account may be given through the bill payment feature of Online and Mobile Banking during the period covered by any statement for the account.

d. No more than 30 orders to make payments to individuals may be given through the bill payment feature of Online and Mobile Banking during any 30-day period.

19. Orders given through the automated clearing house/wire transfer feature of Online and Mobile Banking. For business accounts, the following rules apply to any order given by you or on your behalf through automated clearing house/wire transfer feature of Online and Mobile Banking:

a. If the order is to make a transfer of funds through an automated clearing house:

i. The order and the transfer will be subject to the provisions of any agreement between you and us governing transfers of funds through an automated clearing house (for example, provisions applicable to the initiation, processing, charging, changing and cancellation of orders) even if the agreement does not refer to an order given through the automated clearing house/wire transfer feature; and

ii. The transfer will be subject to any limit set by you or your administrator on the amount of the transfer or the total of the amount of the transfer and the amounts of all other transfers of funds from the account from which the transfer is to be made on the day the transfer is made.

b. If the order is to make a transfer of funds by a wire or intrabank transfer:

i. The transfer will be subject to the provisions of any agreement between you and us governing transfers of funds by a wire or intrabank transfer (for example, provisions applicable to the initiation, processing, charging, changing and cancellation of orders) even if the agreement does not refer to an order given through the automated clearing house/wire transfer feature; and

ii. The transfer will be subject to any limit set by you or your administrator on the amount of the transfer or the total of the amount of the transfer and the amounts of all other transfers of funds from the account from which the transfer is to be made on the day the transfer is made.

20. Limitations and other rules applicable to transfers of funds and payments. The following limitations and other rules apply to transfers of funds and payments initiated by orders given by you or on your behalf through Online and Mobile Banking:

a. We may refuse to honor any order to make a transfer of funds or payment given through Online and Mobile Banking (for example, refusing to do so for reasons of security, to comply with applicable law or because the order reasonably appears to us to be erroneous, incomplete, conditional, fraudulent or possibly illegal).

b. Any transfer of funds from a deposit account ordered through the banking feature or the automated clearing house/wire transfer feature of Online and Mobile Banking will be subject to the funds being available for withdrawal from the account when the order to make the transfer is to be charged against the account with respect to the transfer.

c. Any payment ordered through the bill payment feature of Online and Mobile Banking will be subject to the funds that are to be used to make the payment being available for withdrawal from the account from which the payment is to be made when the order to make the payment is to be charged against the account with respect to the payment.

d. If, when any order to make a transfer of funds or payment from an account of yours given through Online and Mobile Banking is to be charged against the account with respect to the transfer or payment, the amount of the transfer or payment exceeds the amount of money available for withdrawal from the account (taking into consideration, if the account is tied to an overdraft facility with us, the amount of credit available under the overdraft facility), we may either make the transfer or payment, in which case you will be liable for the excess, or refuse to make the transfer or payment. In either case, you will be liable for any fee applicable to the withdrawal or attempted withdrawal of money from the account in excess of the amount of money available for withdrawal from the account. But, if we refuse to make the transfer or payment, we may attempt to make it on a later business day of ours.

e. If an order to make a transfer of funds or payment given through Online and Mobile Banking contains an inconsistency in the name and account or other identifying number of an account or payee, financial institution, or other party, we may treat the number as controlling and rely on the number in processing the order.

f. You will be responsible for assuring that any order to make a payment given by you or on your behalf through the bill payment feature of Online and Mobile Banking is given to us in sufficient time for the order to be processed and the payment to be sent so that the payment is received by the payee of the payment by the date the payment is to become due without taking into consideration any grace period provided by the payee, and you will be responsible, and we will not be liable, for any consequence of your not assuring that that is done (for example, any finance or late charge resulting from the payment being made late). Up to seven of our business days after the day we receive the order if that day is a business day of ours, or up to seven of our business days after our first business day after that day if that day is not a business day of ours, will be necessary to allow for the processing of the order so that the payment is received by the payee by the date it is to become due.

g. We may refuse to honor any order to make a payment given through the bill payment feature of Online and Mobile Banking if, because the order identifies the same payee, payment date, and amount, it appears to duplicate another order to make a payment given through the bill payment feature of Online and Mobile Banking.

h. We may impose any other limitation on the types, number, frequency and amounts of transfers of funds and payments ordered through Online and Mobile Banking.

i. As an accommodation to you, we may attempt to have an order to make a transfer of funds or payment given through Online and Mobile Banking canceled or changed even though the time within which you may cancel or change the order has expired and even though the order may have already been communicated or transmitted to another financial institution or another party. By attempting to do so on any occasion, we will not be obligated to attempt to do so on any other occasion.

j. For consumer accounts, if any approved deposit account is a savings account for purposes of federal reserve requirements, during any monthly period at the end of which we review the account there may be no more than six transfers of funds from the account that are:

- i. A transfer of funds to any other deposit account with us ordered through Online and Mobile Banking;
- ii. Any other computer transfer of funds to any other deposit account with us or a third party;
- iii. A preauthorized, automatic or telephonic transfer of funds to any other deposit account with us or a third party;
- iv. A transfer of funds to a third party made by using a debit card issued by us (for example, a transfer of funds to pay the purchase price of goods or services); or
- v. A transfer of funds made by using a check, a draft, or any other order payable to a third party.

21. Notice of availability of electronic documents through banking feature of Online and Mobile Banking. If the electronic statement delivery feature of the banking feature of Online and Mobile Banking is chosen by you and approved by us for any approved deposit account or approved loan account:

a. You represent and warrant to us that any electronic mail address provided to us by you or on your behalf for use in connection with the use of the electronic statement delivery feature for the account is a valid and active electronic mail address and belongs to you, or, if applicable, your administrator or an additional user.

b. You or, if applicable, your administrator must promptly notify us of any change in any electronic mail address

provided to us by you or on your behalf for use in connection with the use of the electronic statement delivery feature for the account by changing the electronic mail address in your profile for the banking feature of Online and Mobile Banking.

c. You must indemnify us against any liability or expense that is incurred by, imposed on, or asserted against us as a result of any claim arising from any email address provided to us by you or on your behalf for use in connection with the use of the electronic statement delivery feature for the account being invalid or inactive or not belonging to you or, if applicable, your administrator or an additional user.

d. Whenever an electronic document for the account is ready to be made available to you at our website, we will send to the current electronic mail address provided to us by you or on your behalf for use in connection with the use of the electronic statement delivery feature for the account a notice that the electronic document is available to you at our website. The electronic document will be available to you at our website for 12 months, except that it will not be available to you at our website after cancellation of the electronic statement delivery feature in connection with the account takes effect. Except to the extent that applicable law requires otherwise, the notice will be the only notice that we send to you concerning the availability of the electronic document to you. The notice will constitute delivery of the electronic document to you, whether or not it is viewed or printed by you or on your behalf. Neither you nor anyone acting on your behalf may use the reply function for electronic mail to reply to the notice (for example, by using the reply function to request any information or service or a paper copy of any electronic document or other item or to cancel the electronic statement delivery feature in connection with the account), but, if that happens, we will not be obligated to do anything in response to the reply. If the notice is returned to us as undeliverable, we will resend the notice once and, if it is again returned to us as undeliverable, send to you by mail a letter advising you that the notice was returned to us as undeliverable and that the electronic document is available to you at our website and asking you to provide to us a new electronic mail address for use in connection with the electronic statement delivery feature for the account. At any time after the notice is again returned to us as undeliverable, we can stop sending to you electronic documents for the account and resume sending to you paper copies of electronic documents for the account at the mailing address shown for you in our records concerning the account.

e. We may discontinue sending you paper copies of electronic documents for the account. For as long as we are required by applicable law to keep a copy of any electronic document for the account, you, or, if applicable, your administrator or any additional user may request a copy of the electronic document by writing to us at Alden State Bank, 13216 Broadway, P.O. Box 238, Alden, NY 14004-0238, Attention: Online Banking Department. The request will not constitute a request to cancel the electronic statement delivery feature in connection with the account. Even if we discontinue sending you paper copies of electronic documents for the account, we may resume sending them (for example, because we believe that you are not receiving notices that an electronic document for the account is available to you at our website or because we believe that there is a risk that you may not be able to receive electronically, view and print electronic documents for the account). If the account is closed, the final periodic statement for the account that we send to you or otherwise make available to you will be a paper copy.

f. If you cancel or, if applicable, your administrator cancels the electronic statement delivery feature in connection with the account, we may continue to make electronic documents for the account available to you at our website until the cancellation takes effect.

g. No cancellation of the electronic statement delivery feature in connection with the account will affect the validity or legal effect of any electronic document provided for the account.

22. Use of mobile banking device. If a mobile banking device is used in connection with Online and Mobile

Banking:

- a. You represent and warrant to us that you are or, if applicable, your administrator or an additional user is authorized to use the mobile banking device and that the telephone number of the mobile banking device is a valid and active telephone number and belongs to you.
- b. You or, if applicable, your administrator must promptly notify us of any change in the mobile banking device or its telephone number.
- c. You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim arising from any telephone number for the mobile banking device being invalid or inactive or not belonging to you or, if applicable, your administrator or an additional user.
- d. We may limit the types, number, frequency, and amounts of transfers of funds and payments that may be initiated by orders given through Online and Mobile Banking using the mobile banking device, and we may refuse to make any transfer of funds or payment initiated by an order given through Online and Mobile Banking using the mobile banking device.
- e. You are responsible for all fees and other charges imposed by any telecommunication or internet access service for the use of the mobile banking device in connection with Online and Mobile Banking (for example, a fee or other charge for transmitting data or a text message).
- f. You acknowledge that any telecommunication or internet access service used in connection with the mobile banking device may impose limitations and fees and other charges (for example, with respect to the transmission of data or text messages) that may restrict the use the mobile banking device in connection with Online and Mobile Banking.

23. Authorization and appointment as agent. You authorize us and each agent of ours and appoint us and the agent as your agent to take on your behalf any action that we consider or the agent considers to be necessary or appropriate to implement any order given by you or on your behalf through Online and Mobile Banking or to correct any error in crediting or charging any approved deposit account or approved loan account in connection with any order given by you or on your behalf through Online and Mobile Banking. For example, you authorize us and the agent and appoint us and the agent as your agent to on your behalf:

- a. Withdraw money from any approved deposit account and deposit the money in any other approved deposit account in order to implement any order to make a transfer of funds from the first approved deposit account to the other approved deposit account given by you or on your behalf through the banking feature of Online and Mobile Banking.
- b. Withdraw money from any approved deposit account and use the money to make a payment under any approved loan account in order to implement any order to make a transfer of funds from the approved deposit account to the approved loan account given by you or on your behalf through the banking feature of Online and Mobile Banking.
- c. Withdraw money from any approved payment account in order to implement any order to make a payment from the account given by you or on your behalf through the bill payment feature of Online and Mobile Banking.
- d. For business accounts, direct that money be withdrawn from any deposit account maintained by you or

someone other than you with us or another financial institution and direct that the money be deposited in another deposit account maintained by you or someone other than you with us or another financial institution in order to implement any order to make a transfer of funds through an automated clearing house from the first deposit account to the other deposit account given by you or on your behalf through the automated clearing house/wire transfer feature of Online and Mobile Banking.

e. For business accounts, withdraw money from any deposit account maintained by you with us and direct that the money be deposited in a deposit account maintained by someone other than you with us or by you or someone other than you with another financial institution in order to implement any order to make a transfer of funds by a wire or intrabank transfer from the first deposit account to the other deposit account given by you or on your behalf through the automated clearing house/wire transfer feature of Online and Mobile Banking.

The withdrawal or directing the withdrawal of money from any deposit account under the authority given and the appointment as your agent made in the first sentence of this section will be as effective as though you had signed a check or withdrawal form to make the withdrawal.

24. Stopping payment of particular transfer of funds or payment. For consumer accounts, if an order to us to make a series of recurring transfers of funds or payments of the same amount from any approved deposit account is given through Online and Mobile Banking, we may be ordered to stop any transfer or payment in the series by telephoning us at 716-937-3381 and asking for our Online Banking Department, or writing to us at Alden State Bank, 13216 Broadway, P.O. Box 238, Alden, NY 14004-0238, Attention: Online Banking Department, in time for us to receive the order to stop the transfer or payment at least three of our business days before the date on which the transfer or payment is scheduled to be made. The order will not be binding on us with respect to the transfer or payment if we do not receive it at least three of our business days before the date on which the transfer or payment is scheduled to be made. However, even if we do not receive the order at least three of our business days before the date on which the transfer or payment is scheduled to be made, we may follow it even though it will not be binding on us. If we receive the order at least three of our business days before the date on which the transfer or payment is scheduled to be made, we will be liable to the extent provided by applicable law for damages you suffer as a result of our failure to comply with the order, but we will be liable for actual damages only and not consequential or punitive damages if the failure was not intentional and resulted from a bona fide error despite our maintenance of procedures reasonably adapted to avoid the error. If the order is not in writing, we can require you to provide a written confirmation of the order to us so that we receive the written confirmation within 14 days after the date the order is given to us. In that case, the order will cease to be binding on us 14 days after the date it is given to us unless we receive the written confirmation during the 14 days. However, even if we do not receive the written confirmation during the 14 days, we may continue to follow the order even though it is no longer binding on us. The order may be limited to a single transfer or payment in the series, or it may apply to all subsequent transfers or payments in the series. If it applies only to a single transfer or payment in the series, we may allow any other transfer or payment in the series. You will be liable in connection with the order for any fee applicable to the ordering of the stopping of a transfer of funds or payment from the account.

25. Notice of loss, theft or unauthorized access or use. If you believe or, if applicable, your administrator or any additional user believes, that any identifier has been lost or stolen, that there has been without your authorization any access to any equipment (for example, a computer or mobile banking device) used in connection with Online and Mobile Banking by you or on your behalf or that any transaction involving a deposit account of yours may have been or may be made using Online and Mobile Banking without your authorization, you or, if applicable, your administrator or the additional user must contact us at once by telephoning us at 716-937-3381 and asking for our Online Banking Department or writing to us at Alden State Bank, 13216 Broadway, P.O. Box 238, Alden, NY 14004-0238, Attention: Online Banking Department.

For business accounts, if any statement for any deposit account of yours with us that we send to you or otherwise make available to you indicates that a transaction involving the account may have been made without your authorization during the period covered by the statement or that we may have made an error with respect to the account during that period, you will lose any right to make any claim against us based on the transaction or error unless you notify or your administrator notifies us in writing of the transaction or error in time for us to receive the notice within 60 days after the date we send the statement to you or otherwise make it available to you. If an order to us to make a transfer of funds through an automated clearing house to or from a deposit account of yours is given to us through Online and Mobile Banking without your authorization and neither the account from which the transfer is to be made nor the account to which the transfer is to be made is with us, you will lose any right to make any claim against us based on the unauthorized transfer unless you notify or your administrator notifies us in writing of the unauthorized transfer in time for us to receive the notice within 60 days after the date the order is given to us.

26. Your liability for unauthorized use; consumer accounts. For consumer accounts, you may have to bear the loss of money taken from any approved deposit account in any transaction or series of related transactions ordered through Online and Mobile Banking without your authorization. How much of the loss you will have to bear will depend on when we are notified that an identifier has been lost or stolen or that there are circumstances indicating that a transaction has been or may be ordered through Online and Mobile Banking without your authorization. If we are notified within two business days after the date you learn of the loss, theft or possible unauthorized transaction, you will have to bear (subject to limitations under federal law) as much as \$50 of the loss. If we are not notified within those two business days and we can show that we could have stopped the taking of the money, had we been notified during those two business days, you will have to bear (subject to limitations under federal law) as much as \$500 of the loss. In addition to any loss you must bear under the two preceding sentences, if any statement for any approved deposit account that we send to you or otherwise make available to you shows any transaction ordered through Online and Mobile Banking without your authorization, we are not notified of the unauthorized transaction within 60 days after the date we send the statement to you or otherwise make it available to you and we can show that we could have stopped the unauthorized taking of money from the account had we been notified of the unauthorized transaction during those 60 days, you will have to bear (subject to limitations under federal law) the loss of money taken from the account after the end of those 60 days and before we are notified of the unauthorized transaction. For good reason (such as a long trip or hospital stay by you), we will extend the periods of two business days and 60 days referred to in this section for a reasonable time.

27. Your liability for unauthorized use; business accounts. For business accounts, how much you will have to bear of any loss of money taken from any deposit account of yours in any transfer of funds or payment ordered through Online and Mobile Banking by an order initiated without your authorization will be determined by applicable law and any agreement between you and us concerning the account or transfers of funds or payments from the account (for example, an agreement governing transfers of funds through an automated clearing house or by a wire or intrabank transfer), but:

a. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OF MONEY TAKEN FROM THE ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT ORDERED THROUGH ONLINE AND MOBILE BANKING BY AN ORDER INITIATED WITHOUT YOUR AUTHORIZATION BY YOUR ADMINISTRATOR, ANY ADDITIONAL USER OR ANYONE ELSE YOUR ADMINISTRATOR OR ANY ADDITIONAL USER ALLOWS TO ANY IDENTIFIER OR TO USE ONLINE AND MOBILE BANKING;

b. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE

TO YOU FOR ANY LOSS OF MONEY TAKEN FROM THE ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT ORDERED THROUGH ONLINE AND MOBILE BANKING BY AN ORDER INITIATED WITHOUT YOUR AUTHORIZATION UNLESS EACH COMMERCIALY REASONABLE SECURITY PROCEDURE OFFERED BY US TO YOU IN CONNECTION WITH ONLINE AND MOBILE BANKING IS FOLLOWED IN CONNECTION WITH THE GIVING OF THE ORDER TO US TO MAKE THE TRANSFER OR PAYMENT;

c. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OF MONEY TAKEN FROM THE ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT ORDERED THROUGH ONLINE AND MOBILE BANKING BY AN ORDER INITIATED BY THE USE OF ANY IDENTIFIER WITHOUT YOUR AUTHORIZATION BEFORE WE RECEIVE AND HAVE A REASONABLE TIME TO ACT ON A NOTICE OF THE POSSIBLE UNAUTHORIZED USE OF ANY IDENTIFIER WITHOUT YOUR AUTHORIZATION;

d. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OF MONEY TAKEN FROM THE ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT ORDERED THROUGH ONLINE AND MOBILE BANKING BY AN ORDER INITIATED WITHOUT YOUR AUTHORIZATION UNLESS WE FAIL TO EXERCISE ORDINARY CARE IN PROCESSING THE TRANSFER OR PAYMENT; AND

e. IN THE CASE OF ANY LOSS OF MONEY TAKEN FROM THE ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT ORDERED THROUGH ONLINE AND MOBILE BANKING BY AN ORDER INITIATED WITHOUT YOUR AUTHORIZATION, OUR LIABILITY WILL BE LIMITED, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, TO THE AMOUNT OF THE TRANSFER OR PAYMENT LESS ANY AMOUNT THAT, EVEN WITH OUR EXERCISE OF ORDINARY CARE IN PROCESSING THE TRANSFER OR PAYMENT, WOULD HAVE BEEN LOST.

28. Fees. You must pay us each fee we impose for the use of Online and Mobile Banking by you or on your behalf and, as required by applicable law, each sales, use, excise, value added, utility or similar tax imposed in connection with the fee. The fee will be in addition to the fees applicable to any deposit account from or to which any transfer of funds or payment is made using Online and Mobile Banking. We may charge any approved deposit account or any other deposit account of yours with us for the amount of the fee and the sales, use, excise, value added, utility or similar tax. We will not be liable if we do so and, as a result, we do not allow or make any withdrawal from the account.

29. Reimbursement and indemnification. Without limiting any other obligation you have under this agreement to reimburse us, you must reimburse us for any liability or expense incurred by us as a result of our hiring an attorney to enforce any of your obligations under this agreement or with respect to Online and Mobile Banking. Further, without limiting any other obligation you have under this agreement to indemnify us, you must, except to the extent that this agreement imposes liability on us or to the extent prohibited by applicable law, indemnify us and each agent of ours against any liability or expense that is incurred by, imposed on, or asserted against us or the agent as a result of any claim arising in connection with the use of Online and Mobile Banking by you or on your behalf (for example, as a result of our following any instruction to us, acting on any information or document that we receive from you or anyone acting on your behalf or any failure by you or anyone acting on your behalf to maintain the security of any identifier or any equipment (for example, a computer or mobile banking device)). We may charge the amount of the liability or expense for which you must reimburse us or against which you must indemnify us against any approved deposit account or any other deposit account of yours with us or collect it in any other way.

30. Statements. Approximately once a month, we will send to you or otherwise make available to you a statement for each approved deposit or loan account. Any statement for any approved deposit or loan account that we send to you or otherwise make available to you will show all transactions credited to or charged against the account during the period covered by the statement.

31. Disclaimer of warranties. TO THE EXTENT ALLOWED BY APPLICABLE LAW, ONLINE AND MOBILE BANKING IS PROVIDED BY US “AS IS,” “AS AVAILABLE” AND WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE PRECEDING SENTENCE, WE DO NOT MAKE, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND WE DISCLAIM, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OF ANY KIND (FOR EXAMPLE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) CONCERNING ONLINE AND MOBILE BANKING.

32. Equipment, services and software. You are responsible for the selection, installation, maintenance, operation and use of any equipment (for example, a computer or mobile banking device), service (for example, a telecommunication or internet access service) or software (for example, an application used with a mobile banking device) used by you or on your behalf in connection with Online and Mobile Banking. You assume all risks of loss resulting from the selection, installation, maintenance, operation or use of the equipment, service or software (for example, a failure of a telecommunication or internet access service to provide, or a delay by a telecommunication or internet access service in providing, a service). **EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY DAMAGES (FOR EXAMPLE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES), WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT OR STRICT LIABILITY OR OTHERWISE, THAT RESULT FROM ANY ERROR IN SELECTING, INSTALLING, MAINTAINING, OPERATING OR USING, UNAVAILABILITY, FAILURE, MALFUNCTION OR INTERRUPTION OF, COMPROMISE OF DATA SENT USING OR VIRUS OR SIMILAR PROBLEM RESULTING FROM THE EQUIPMENT, SERVICE OR SOFTWARE, EVEN IF WE ARE NOTIFIED OF OR OTHERWISE KNOW OR SHOULD KNOW OF THE POSSIBILITY OF THOSE DAMAGES.**

You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim that the operation or use of the equipment, service or software by you or on your behalf in connection with Online and Mobile Banking infringes any copyright, patent, trademark, trade secret or other property right of any party.

33. Limitation of liability. **EXCEPT TO THE EXTENT REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE IN CONNECTION WITH ONLINE AND MOBILE BANKING FOR:**

a. ANY DAMAGES NOT RESULTING DIRECTLY FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT;

b. ANY DAMAGES (FOR EXAMPLE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES) IN ADDITION TO ACTUAL DAMAGES, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT OR STRICT LIABILITY OR OTHERWISE, EVEN IF WE ARE NOTIFIED OF OR OTHERWISE KNOW OR SHOULD KNOW OF THE POSSIBILITY OF THOSE DAMAGES;

c. ANY DAMAGES IN EXCESS OF THE GREATER OF \$5,000 OR ANY COMPENSATION PROVIDED BY APPLICABLE LAW OR ANY APPLICABLE RULE OF ANY BANKING OR PAYMENT SYSTEM; AND

d. ANY CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL (FOR EXAMPLE, A FLOOD OR OTHER NATURAL CATASTROPHE, WEATHER CONDITION, FIRE, RIOT OR OTHER CIVIL DISOBEDIENCE, ACT OF WAR, CYBER ATTACK OR OTHER ACT OF TERRORISM, NATIONAL EMERGENCY, EMBARGO, STRIKE OR OTHER LABOR DISPUTE, DEFECT IN OR UNAVAILABILITY, FAILURE, MALFUNCTION OR INTERRUPTION OF ANY EQUIPMENT, SERVICE OR SOFTWARE (FOR EXAMPLE, A TELECOMMUNICATION, INTERNET ACCESS, ELECTRONIC OR OTHER MAIL, COURIER OR OTHER TRANSMISSION OR COMMUNICATION SERVICE), SUSPENSION OF PAYMENTS BY ANY OTHER FINANCIAL INSTITUTION OR OPERATOR OF AN AUTOMATED CLEARING HOUSE OR ACTION OR INACTION OF ANY GOVERNMENTAL BODY, BANKING OR PAYMENT SYSTEM, CORRESPONDENT BANK OR SERVICE PROVIDER); OR ANY FAILURE TO TAKE OR DELAY IN TAKING ANY ACTION IF WE BELIEVE THAT TAKING THE ACTION WOULD VIOLATE, OR THAT FAILING TO TAKE OR DELAY IN TAKING THE ACTION WOULD BE EXCUSED BY, APPLICABLE LAW, ANY RULE OF ANY BANKING OR PAYMENT SYSTEM OR ANY GOVERNMENTAL GUIDELINE OR PROGRAM.

34. Our liability for failure to make transfers of funds and payments; consumer accounts. For consumer accounts, with exceptions, we will be liable to the extent provided by applicable law for damages you suffer as a result of our failure to make or cause to be made, on time and in the correct amount, any transfer of funds or payment to or from any approved deposit account ordered by a timely and properly initiated order to make the transfer or payment given by you or on your behalf through Online and Mobile Banking.

Whether the order is timely will be determined under Sections 17 or 18 of this agreement and, if the order is to make a payment, clause g of Section 20 of this agreement. The order will not be properly initiated unless:

- a. All equipment, services and software used by you or on your behalf in connection with Online and Mobile Banking are properly functioning;
- b. The instructions on how to give the order are properly followed and all requirements applicable to the making of the transfer or payment are satisfied;
- c. The order is described in Sections 14 or 15 of this agreement and is correct and complete (for example, if the order is to make a payment, the order includes the correct name and address of the payee of the payment, the correct account number of the account to which the payment is to be made and the correct amount of the payment); and
- d. The transfer or payment would not be subject to any limitation referred to in Section 20 of this agreement.

Examples of exceptions to our liability are as follows:

- a. We do not receive the order;
- b. Before the order is to be charged against the account from which the transfer or payment is to be made, your right to use Online and Mobile Banking or the feature of Online and Mobile Banking involved in the transfer or payment is canceled or suspended;

- c. When the order is processed or is to be charged against the account from which the transfer or payment is to be made, we in good faith believe that the order was given without your authorization (for example, because an identifier has been reported as lost or stolen) or is illegal or fraudulent;
- d. The order is to make a transfer of funds and, before the order is to be charged against the account from which the transfer is to be made, either that account or the account to which the transfer is to be made is closed;
- e. The order is to make a payment and we do not receive the order in time to allow us to make the payment and allow the payee of the payment to properly credit it by the date on which it is to become due, we make the payment in time to allow the payee to properly credit it by the date on which it is to become due but the payee fails to do so or before the order is to be charged against the account from which the payment is to be made the account is closed;
- f. The order is to make a transfer of funds or payment from an approved deposit account and through no fault of ours, when the order is processed or is to be charged against the account, the amount of the transfer or payment exceeds the amount of money available for withdrawal from the account (taking into consideration, if the account is tied to an overdraft facility with us, the amount of credit available under the overdraft facility);
- g. When the order is processed or is to be charged against the account from which the transfer or payment is to be made, money in the account is subject to any legal process (for example, a tax or other levy, execution, attachment, injunction or restraining, forfeiture, seizure or other court or administrative order) or administrative hold restricting its removal from the account, is collateral for a loan or other extension of credit or is the subject of a dispute or legal proceeding;
- h. When the order is given, Online and Mobile Banking or the feature of Online and Mobile Banking involved in the transfer or payment is not functioning properly or is otherwise unavailable because maintenance work is being performed on it;
- i. We are prevented from making the transfer or payment by a technical malfunction and when the order is given the individual giving it knows that Online and Mobile Banking or the feature of Online and Mobile Banking involved in the transfer or payment is not functioning properly;
- j. Any circumstance beyond our reasonable control (for example, a flood or other natural catastrophe, weather condition, fire, riot or other civil disobedience, act of war, cyber-attack or other act of terrorism, national emergency, embargo, strike or other labor dispute, defect in or unavailability, failure, malfunction or interruption of any equipment, service or software (for example, a telecommunication, internet access, electronic or other mail, courier or other transmission or communication service), suspension of payments by any other financial institution or operator of an automated clearing house or action or inaction of any governmental body, banking or payment system, correspondent bank or service provider) prevents us from making the transfer or payment despite our exercise of reasonable care to prevent the occurrence and our exercise of diligence to make the transfer or payment despite the occurrence; or
- k. Our failure to make the transfer or payment is justified by any provision of this agreement, by any provision of any other agreement between you and us concerning any approved deposit account, any approved loan account, any overdraft facility with us to which any approved deposit account is tied or transfers of funds or payments to or from any approved deposit account, any approved loan account or any overdraft facility with us to which any approved deposit account is tied or by applicable law.

If we are liable for damages you suffer as a result of our failure to make the transfer or payment on time and in the correct amount, we will be liable for actual damages only and not consequential or punitive damages if the failure was not intentional and resulted from a bona fide error despite our maintenance of procedures reasonably adapted to avoid the error.

35. Our liability for failure to make transfers of funds and payments; business accounts. For business accounts, subject to the limitations on our liability set forth in Section 33 of this agreement, our liability for damages you suffer as a result of our failure to make or cause to be made, on time and in the correct amount, any transfer of funds or payment to or from any approved deposit account ordered by a timely and properly initiated order to make the transfer or payment given by you or on your behalf through Online and Mobile Banking will be determined by applicable law and any agreement between you and us concerning the account or transfers of funds or payments to or from the account (for example, an agreement between you and us governing transfers of funds through an automated clearing house or by a wire or intrabank transfer).

Whether the order is timely will be determined under Sections 17, 18 or 19 of this agreement and, if the order is to make a payment, clause g of Section 20 of this agreement. The order will not be properly initiated unless:

- a. All equipment, services and software used by you or on your behalf in connection with Online and Mobile Banking are properly functioning;
- b. The instructions and requirements on how to give the order are properly followed and all requirements applicable to the making of the transfer or payment are satisfied;
- c. The order is described in Sections 14, 15 or 16 of this agreement and is correct and complete (for example, if the order is to make a payment, the order includes the correct name and address of the payee of the payment, the correct account number of the account to which the payment is to be made and the correct amount of the payment); and
- d. The transfer or payment would not be subject to any limitation referred to in Section 20 of this agreement.

WITHOUT LIMITING THE FIRST SENTENCE OF THIS SECTION, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR FAILING TO MAKE THE TRANSFER OR PAYMENT IF ANY OF THE FOLLOWING THINGS HAPPEN:

- a. WE DO NOT RECEIVE THE ORDER;**
- b. BEFORE THE ORDER IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE TRANSFER OR PAYMENT IS TO BE MADE, YOUR RIGHT, OR THE RIGHT OF YOUR ADMINISTRATOR OR ANY ADDITIONAL USER GIVING THE ORDER, TO USE ONLINE BANKING OR THE FEATURE OF ONLINE AND MOBILE BANKING INVOLVED IN THE TRANSFER OR PAYMENT IS CANCELED OR SUSPENDED;**
- c. WHEN THE ORDER IS PROCESSED OR IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE TRANSFER OR PAYMENT IS TO BE MADE, WE IN GOOD FAITH BELIEVE THAT THE ORDER WAS GIVEN WITHOUT YOUR AUTHORIZATION (FOR EXAMPLE, BECAUSE AN IDENTIFIER HAS BEEN REPORTED AS LOST OR STOLEN) OR IS ILLEGAL OR FRAUDULENT;**

d. THE ORDER IS TO MAKE A TRANSFER OF FUNDS AND, BEFORE THE ORDER IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE TRANSFER IS TO BE MADE, EITHER THAT ACCOUNT OR THE ACCOUNT TO WHICH THE TRANSFER IS TO BE MADE IS CLOSED;

e. THE ORDER IS TO MAKE A PAYMENT AND WE DO NOT RECEIVE THE ORDER IN TIME TO ALLOW US TO MAKE THE PAYMENT AND ALLOW THE PAYEE OF THE PAYMENT TO PROPERLY CREDIT IT BY THE DATE ON WHICH IT IS TO BECOME DUE, WE MAKE THE PAYMENT IN TIME TO ALLOW THE PAYEE TO PROPERLY CREDIT IT BY THE DATE ON WHICH IT IS TO BECOME DUE BUT THE PAYEE FAILS TO DO SO OR BEFORE THE ORDER IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE PAYMENT IS TO BE MADE THE ACCOUNT IS CLOSED;

f. THE ORDER IS TO MAKE A TRANSFER OF FUNDS OR PAYMENT FROM A DEPOSIT ACCOUNT AND THROUGH NO FAULT OF OURS, WHEN THE ORDER IS PROCESSED OR IS TO BE CHARGED AGAINST THE ACCOUNT, THE AMOUNT OF THE TRANSFER OR PAYMENT EXCEEDS THE AMOUNT OF MONEY AVAILABLE FOR WITHDRAWAL FROM THE ACCOUNT (TAKING INTO CONSIDERATION, IF THE ACCOUNT IS TIED TO AN OVERDRAFT FACILITY WITH US, THE AMOUNT OF CREDIT AVAILABLE UNDER THE OVERDRAFT FACILITY);

g. WHEN THE ORDER IS PROCESSED OR IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE TRANSFER OR PAYMENT IS TO BE MADE, MONEY IN THE ACCOUNT IS SUBJECT TO ANY LEGAL PROCESS (FOR EXAMPLE, A TAX OR OTHER LEVY, EXECUTION, ATTACHMENT, INJUNCTION OR RESTRAINING, FORFEITURE, SEIZURE OR OTHER COURT OR ADMINISTRATIVE ORDER) OR ADMINISTRATIVE HOLD RESTRICTING ITS REMOVAL FROM THE ACCOUNT, IS COLLATERAL FOR A LOAN OR OTHER EXTENSION OF CREDIT OR IS THE SUBJECT OF A DISPUTE OR LEGAL PROCEEDING;

h. WHEN THE ORDER IS GIVEN, ONLINE AND MOBILE BANKING OR THE FEATURE OF ONLINE AND MOBILE BANKING INVOLVED IN THE TRANSFER OR PAYMENT IS NOT FUNCTIONING PROPERLY OR IS OTHERWISE UNAVAILABLE;

i. WE ARE PREVENTED FROM MAKING THE TRANSFER OR PAYMENT BY A TECHNICAL MALFUNCTION;

j. ANY CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL (FOR EXAMPLE, A FLOOD OR OTHER NATURAL CATASTROPHE, WEATHER CONDITION, FIRE, RIOT OR OTHER CIVIL DISOBEDIENCE, ACT OF WAR, CYBER ATTACK OR OTHER ACT OF TERRORISM, NATIONAL EMERGENCY, EMBARGO, STRIKE OR OTHER LABOR DISPUTE, DEFECT IN OR UNAVAILABILITY, FAILURE, MALFUNCTION OR INTERRUPTION OF ANY EQUIPMENT, SERVICE OR SOFTWARE (FOR EXAMPLE, A TELECOMMUNICATION, INTERNET ACCESS, ELECTRONIC OR OTHER MAIL, COURIER OR OTHER TRANSMISSION OR COMMUNICATION SERVICE), SUSPENSION OF PAYMENTS BY ANY OTHER FINANCIAL INSTITUTION OR OPERATOR OF AN AUTOMATED CLEARING HOUSE OR ACTION OR INACTION OF ANY GOVERNMENTAL BODY, BANKING OR PAYMENT SYSTEM, CORRESPONDENT BANK OR SERVICE PROVIDER) PREVENTS US FROM MAKING THE TRANSFER OR PAYMENT;

k. WE IN GOOD FAITH BELIEVE THAT THERE IS A DISPUTE AS TO THE IDENTITY OF YOUR ADMINISTRATOR OR ANY ADDITIONAL USER OR THE AUTHORITY OF YOUR

ADMINISTRATOR OR ANY ADDITIONAL USER TO USE ONLINE AND MOBILE BANKING; OR

I. OUR FAILURE TO MAKE THE TRANSFER OR PAYMENT IS JUSTIFIED BY ANY PROVISION OF THIS AGREEMENT, BY ANY PROVISION OF ANY OTHER AGREEMENT BETWEEN YOU AND US CONCERNING ANY APPROVED DEPOSIT ACCOUNT, ANY OTHER DEPOSIT ACCOUNT WITH US, ANY APPROVED LOAN ACCOUNT, OVERDRAFT FACILITY WITH US TO WHICH ANY APPROVED DEPOSIT ACCOUNT OR ANY OTHER DEPOSIT ACCOUNT WITH US IS TIED OR TRANSFERS OF FUNDS OR PAYMENTS TO OR FROM ANY APPROVED DEPOSIT ACCOUNT OR ANY OTHER DEPOSIT ACCOUNT WITH US (FOR EXAMPLE, AN AGREEMENT BETWEEN YOU AND US GOVERNING TRANSFERS OF FUNDS THROUGH AN AUTOMATED CLEARING HOUSE OR BY A WIRE OR INTRABANK TRANSFER), ANY APPROVED LOAN ACCOUNT OR ANY OVERDRAFT FACILITY WITH US TO WHICH ANY APPROVED DEPOSIT ACCOUNT OR ANY OTHER DEPOSIT ACCOUNT WITH US IS TIED, BY ANY OPERATING PROCEDURE, SECURITY PROCEDURE OR ERROR DETECTION PROCEDURE OR BY APPLICABLE LAW.

36. Disclosure. In the regular course of our business but only in accordance with applicable law, we will disclose information about any approved deposit account or any transaction involving the account:

- a. In any receipt issued in connection with the transaction;
- b. As necessary to complete the transaction or to resolve any error or dispute concerning the transaction;
- c. In any statement for the account that we send or otherwise make available;
- d. To someone in whose name the account is open;
- e. In accordance with the written permission of someone in whose name the account is open;
- f. To verify the existence and condition of the account or to report our experience concerning the account to a third party such as another financial institution, a credit reporting agency or a merchant;
- g. To any affiliate of ours for the purpose of offering or providing any other product or service to you;
- h. To an agent, contractor or vendor of ours for the purpose of providing any service to us in the regular course of our business or completing marketing activities of ours (for example, any party providing any service to us in connection with Online and Mobile Banking); or
- i. To comply with any order of any court or other governmental body or otherwise as required or allowed by applicable law.

37. Security and error detection procedures. For business accounts, we may agree with you on any security procedure or error detection procedure, monitor the use of any security procedure or error detection procedure and report to you any breach of any security procedure or error detection procedure. You acknowledge that the use of any identifier is commercially reasonable for purposes of applicable law, that any security procedure or error detection procedure established by us or on our behalf will be commercially reasonable for purposes of applicable law and that any security procedure is solely for the purpose of verifying that any instruction to us is actually being given by you or on your behalf and not for the purpose of detecting any error in the content, communication or transmission of the instruction to us (for example, any error in the description in the instruction to us of any amount

or any name or account or other identifying number of an account or financial institution or other party).

38. Certain obligations with respect to Online and Mobile Banking. You must:

- a. Comply, and assure that everyone acting on your behalf in connection with Online and Mobile Banking complies, with applicable law;
- b. For business accounts, comply, and assure that everyone acting on your behalf in connection with Online and Mobile Banking complies, with each applicable rule of any funds transfer or payment system, each operating procedure, security procedure and error detection procedure and, in addition to each requirement as to any instruction to us contained in any operating procedure, each other requirement of ours as to any instruction to us, however communicated to you, your administrator, any additional user or anyone else acting on your behalf;
- c. For business accounts, keep confidential, and assure that everyone acting on your behalf in connection with Online and Mobile Banking keeps confidential, all information relating to any operating procedure, security procedure or error detection procedure;
- d. For business accounts, not reveal, and assure that no one acting on your behalf in connection with Online and Mobile Banking reveals, any information relating to any operating procedure, security procedure or error detection procedure to anyone not authorized to act on your behalf in connection with Online and Mobile Banking;
- e. For business accounts, promptly notify us of any unauthorized disclosure or use of any information relating to any operating procedure, security procedure or error detection procedure;
- f. Take, and assure that everyone acting on your behalf in connection with Online and Mobile Banking takes, each action that we consider or any agent of ours considers to be necessary or appropriate in connection with Online and Mobile Banking, whether to comply with applicable law, any rule of any banking or payment system or any governmental guideline or program or otherwise;
- g. Take, and assure that everyone acting on your behalf in connection with Online and Mobile Banking takes, each action necessary or appropriate to assure the security of each deposit account of yours with us and all equipment (for example, a computer or mobile banking device) or software (for example, an application used with a mobile banking device) used by you or on your behalf in connection with Online and Mobile Banking (for example, by not leaving any computer or mobile banking device unattended while logged on to Online and Mobile Banking and by logging off from Online and Mobile Banking immediately upon completing any use of Online and Mobile Banking);
- h. Not use, and assure that no one acting on your behalf in connection with Online and Mobile Banking uses, any software (for example, an application used with a mobile banking device) provided by us or on our behalf for use in connection with Online and Mobile Banking other than as provided in this agreement; and
- i. Cooperate with us to minimize any loss, to pursue any claim against any third party and to defend against any claim by any third party if we incur any liability in connection with the provision of any service to you in connection with Online and Mobile Banking.

39. Cancellation or suspension. You or, if applicable, your administrator may cancel your right to use Online and Mobile Banking or any feature of Online and Mobile Banking at any time by notifying us of the cancellation. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it. We may

cancel or suspend your right or, if applicable, the right of your administrator or any additional user to use Online and Mobile Banking, any feature of Online and Mobile Banking or any means of accessing Online and Mobile Banking (for example, a mobile banking device). The cancellation or suspension will take effect immediately unless we decide to have it take effect later. Despite the cancellation by you or, if applicable, your administrator of your right or the right of your administrator or any additional user to use Online and Mobile Banking or any feature of Online and Mobile Banking or the cancellation or suspension by us of your right or, if applicable, the right of your administrator or any authorized user to use Online and Mobile Banking, any feature of Online and Mobile Banking or any means of accessing Online and Mobile Banking (for example, a mobile banking device), we may process any order given through Online and Mobile Banking. The cancellation or suspension will not affect any of your obligations under this agreement. For example, you will remain liable under Sections 28 and 29 of this agreement.

40. Notices. Any notice or other communication or document concerning this agreement or Online and Mobile Banking that is sent to you by us or on our behalf may be sent in any way allowed by applicable law (for example, electronic mail or facsimile). If sent by mail, the notice or other communication or document will be sent to your current mailing address shown in our records concerning Online and Mobile Banking and may be sent by regular mail. If sent by electronic mail, it will be sent to your current electronic mail address shown in those records. If sent by facsimile, it will be sent to your current telephone number for receipt of facsimiles shown in those records. If your mailing address, electronic mail address or telephone number for receipt of facsimiles changes, you must promptly notify us of the new mailing address, electronic mail address or telephone number. To notify us of the new mailing address or telephone number, visit any of our offices, call us at 716-937-3381 or write to us at Alden State Bank, 13216 Broadway, P.O. Box 238, Alden, NY 14004- 0238, Attention: Online Banking Department. To notify us of the new electronic mail address, change the electronic mail address in your profile for the banking feature of Online and Mobile Banking. Except as otherwise provided in this agreement or by applicable law:

- a. Any notice or other communication or document concerning this agreement or Online and Mobile Banking that is sent to you by us or on our behalf will take effect when it is sent; and
- b. Any notice or other communication or document concerning this agreement or Online and Mobile Banking that is sent to us by you or on your behalf must be in writing and sent by mail or courier to Alden State Bank, 13216 Broadway, P.O. Box 238, Alden, NY 14004-0238, or any other address we specify and will not take effect until we receive it and have a reasonable time to act on it.

41. Limitation on obligations. Except to the extent required by applicable law, we will not have with respect to Online and Mobile Banking any obligation to you not expressly stated in this agreement.

42. Reliance on instructions, information and documents. We may treat as given by you or on your behalf and rely on any instruction to us or any information or document with respect to Online and Mobile Banking that we in good faith believe to have been given or provided by you or on your behalf, and we will not have any obligation to verify that the instruction to us, information or document was actually given or provided, or was authorized to be given or provided, by you or on your behalf or that the instruction to us, information or document is accurate or complete.

43. Electronic mail. We will not have to take any action based on any message sent to us by electronic mail until we receive and have a reasonable time to act on the message. Electronic mail must not be used to communicate to us information that is urgent or requires a prompt response or prompt action (for example, a stop payment order or a report of an unauthorized transaction involving an approved deposit account).

44. Reasonable time to act. A reasonable time for us to act on any instruction to us or any information or document concerning this agreement or Online and Mobile Banking that is received by us from you or anyone acting on your behalf will not end until at least the close of business on our second business day after our business day we receive the instruction to us, information or document.

45. Financial and other information. If there is any unfavorable change in your financial condition, you must promptly notify us of the change. Whenever we ask you to do so, you must submit to us a financial statement in a form satisfactory to us and all other information we ask for concerning your financial affairs or, if applicable, the financial or business affairs of any business that you own or operate.

46. Credit information. We may investigate your credit record and obtain any credit report that we consider to be necessary or appropriate in connection with any aspect of our dealings with you with respect to Online and Mobile Banking (for example, considering whether to cancel or suspend your right to use Online and Mobile Banking and investigating any dispute concerning any transfer of funds or payment ordered through Online and Mobile Banking). We may furnish, and you irrevocably consent to our furnishing, information concerning any aspect of our dealings with you with respect to Online and Mobile Banking to other financial institutions, credit reporting agencies, and merchants.

47. Obtaining of information. You irrevocably consent to the obtaining by us or any agent of ours of any information that we consider, or the agent considers to be necessary or appropriate to complete any transfer of funds or payment ordered through Online and Mobile Banking or to resolve any error concerning the transfer or payment.

48. Monitoring and recording of instructions. In the regular course of our business, we or any agent of ours may monitor and record, and you irrevocably consent to the monitoring and recording by us or any agent of ours of, any instruction to us, regardless of how the instruction to us is communicated or transmitted.

49. Transfer of claims. If we credit any deposit account of yours with us or reimburse you in any other way for any amount in connection with any transfer of funds or payment made using Online and Mobile Banking that you claim should not have been charged against the account (for example, because of a dispute concerning the transfer or payment or because of any possible illegal, fraudulent or unauthorized use of Online and Mobile Banking), you transfer to us each claim (other than a tort claim) that you have against anyone involved in the transfer or payment, you must not pursue the claim without first obtaining our permission in writing, and you must assist us in any way we ask in our pursuing the claim.

50. Changes in agreement or, for business accounts, operating, security or error detection procedure. No change in this agreement or, for business accounts, any operating procedure, security procedure or error detection procedure can be made except as provided in this section. We may change this agreement or, for business accounts, any operating procedure, security procedure or error detection procedure. Unless applicable law requires otherwise, we will send to you a notice of the change or post it on the Online and Mobile Banking section of our website and, unless we determine that the change is required by an emergency (for example, a breach or potential breach of security), will do so at least 30 days before the date the change takes effect. If any notice of the change that we send to you is returned to us as undeliverable, the change will still take effect.

51. Changes in Online and Mobile Banking. We may change Online and Mobile Banking by adding, deleting, or changing any feature of Online and Mobile Banking. Unless applicable law requires otherwise, we will send to you a notice of the change or post it on the Online and Mobile Banking section of our website and, unless we determine that the change is required by an emergency (for example, a breach or potential breach of security), will

do so at least 30 days before the date the change takes effect. If any notice of the change that we send to you is returned to us as undeliverable, the change will still take effect.

52. Changes in fees. We may establish a new fee or change an existing fee that you must pay in connection with Online Banking. If we establish a new fee or increase an existing fee that you must pay in connection with Online Banking, we will send to you a notice of the new fee or increase or post it on the Online and Mobile Banking section of our website at least 30 days before the date the new fee or increase takes effect unless applicable law requires otherwise. If any notice of the change that we send to you is returned to us as undeliverable, the new fee or increase will still take effect. We will not have to notify you if we decrease or eliminate an existing fee that you must pay in connection with Online and Mobile Banking.

53. No notice or loss of rights. We may exercise, waive, fail to exercise or delay exercising any of our rights under this agreement, with respect to Online and Mobile Banking or against any person or property without notifying you or anyone acting on your behalf. By on any occasion exercising, waiving, failing to exercise or delaying the exercise of any of our rights under this agreement, with respect to Online and Mobile Banking or against you or any property belonging to you or acquired by you in the future, we will not lose that right on any other occasion or lose any other of those rights.

54. Waiver of rights by us. None of our rights under this agreement, with respect to Online and Mobile Banking or against you or any property belonging to you now or acquired by you in the future can be waived by us except in a writing signed by us.

55. No transfer by you. You may not transfer any of your rights and obligations under this agreement or with respect to Online and Mobile Banking to anyone else. Any transfer of any of those rights and obligations will be void.

56. Transfer by us. We may transfer any of our rights and obligations under this agreement or with respect to Online and Mobile Banking to anyone else.

57. Permitted actions. We will not be obligated to take or liable for not taking any action in connection with Online and Mobile Banking that this agreement or applicable law allows but does not require us to take. Except to the extent limited by this agreement or applicable law, we may at any time, in our sole discretion, for any reason and without notifying you or obtaining your consent, take any action in connection with Online and Mobile Banking that this agreement or applicable law allows us to take. For example, except to the extent limited by this agreement or applicable law, we may at any time, in our sole discretion, for any reason and without notifying you or obtaining your consent, cancel or suspend your right or, if applicable, the right of your administrator or any additional user to use Online and Mobile Banking, any feature of Online and Mobile Banking or any means of accessing Online and Mobile Banking (for example, a mobile banking device), refuse to honor any order to make a transfer of funds or payment given through Online and Mobile Banking or change this agreement or, for business accounts, any operating procedure, security procedure or error detection procedure.

58. Rights under agreement. Our rights under this agreement are in addition to, and not in place of, all rights given us by applicable law.

59. Conflicts. If any part of this agreement conflicts with applicable law, that law will control, and this agreement will be considered changed to the extent necessary to comply with that law.

60. Continued effectiveness. If any part of this agreement is determined to be invalid, the rest of this agreement

will remain in effect.

61. What law applies. Any legal question concerning this agreement, Online and Mobile Banking or any matter in dispute between you and us that arises in any way from Online and Mobile Banking or your entering into this agreement will be decided in accordance with, to the extent applicable, federal law and, to the extent that federal law is inapplicable, New York State law without regard to the law of any other state or other jurisdiction.

62. Entire agreement. Except for any agreement between you and us concerning any approved deposit account, any other deposit account of yours with us, any approved loan account, any overdraft facility with us to which any approved deposit account or other deposit account of yours with us is tied, transfers of funds or payments to or from any approved deposit account or any other deposit account of yours with us (for example, an agreement between you and us governing transfers of funds through an automated clearing house or by a wire or intrabank transfer), any approved loan account or any overdraft facility with us to which any approved deposit account or any other deposit account with us is tied or any operating procedure, security procedure, or error detection procedure, this agreement is the final and complete agreement between you and us concerning Online and Mobile Banking. If any part of any agreement described in the preceding sentence is incompatible with any part of this agreement, the part of this agreement will control. Any statement concerning Online and Mobile Banking made by any of our employees or anyone else is not part of this agreement. This agreement replaces any other agreement now existing between you and us concerning Online and Mobile Banking.

63. Waiver of trial by jury. YOU IRREVOCABLY WAIVE ANY RIGHT YOU HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BY US AGAINST YOU OR BY YOU AGAINST US INVOLVING THIS AGREEMENT, ONLINE AND MOBILE BANKING OR ANY MATTER IN DISPUTE BETWEEN YOU AND US THAT ARISES IN ANY WAY FROM ONLINE AND MOBILE BANKING OR YOUR ENTERING INTO THIS AGREEMENT.

64. Alerts. Your enrollment in Online and Mobile Banking includes enrollment to receive transaction alerts and notifications (“alerts”). Alerts are electronic notices from us that contain transactional information about your Alden State Bank account(s). Alerts must be managed and/or added online through Online and Mobile Banking. We may add new alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts but are not obligated to do so. We reserve the right to terminate our alerts service at any time without prior notice to you.

We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Online and Mobile Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service.

Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

To stop alerts via text message, text “STOP” to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile device, just visit the alerts tab in Online and Mobile Banking. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact our customer service at 716-937-3381.

We provide alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factors affecting your mobile device service provider, internet service provider and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of each alert. You agree to not hold us, our directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an alert; (b) inaccurate or incomplete content in an alert; or (c) your reliance on or use of the information provided in an alert for any purpose.

As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

65. Children using Online and Mobile Banking. The safety and privacy protection of children is important to us. 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 and Mobile Banking, 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 and Mobile Banking, or give the child your account information, 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.

66. Agreement. By enrolling in Online and Mobile Banking, using Online and Mobile Banking or allowing anyone else to have any identifier or to use Online and Mobile Banking, you agree to be bound by all provisions of this agreement, all our instructions and requirements concerning Online and Mobile Banking, and all legal terms and conditions contained on our website. Also, for business accounts, if your administrator or any additional user uses Online and Mobile Banking or allows anyone else to have any identifier or to use Online and Mobile Banking, you agree to be bound by all those provisions, instructions, requirements and legal terms and conditions.

In case of errors or questions about your electronic transfers
telephone us at 716-937-3381
and ask for our Online Banking Department
or
write us at Alden State Bank,
13216 Broadway, P.O. Box 238, Alden, NY 14004-0238,
Attention: Online Banking Department,

as soon as you can, if you think that your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number.
- b. 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.

c. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will 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 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, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Mobile Deposit Service Terms and Conditions

1. Introduction. Your use of the Alden State Bank Mobile Deposit Service (“Mobile Deposit Service”) is governed by the terms and conditions of the Online and Mobile Banking Agreement (“Agreement”) and these Mobile Deposit Service terms and conditions. The Agreement is incorporated by reference into these Mobile Deposit Service terms and conditions. Terms used herein but not defined shall have the meaning given to them in the Agreement. Upon your enrollment in Mobile Deposit Service, references in the Agreement to “Online and Mobile Banking” include Mobile Deposit Service. You may review the Agreement at www.aldenstate.com. Your enrollment in Mobile Deposit Service constitutes your agreement with the terms of the Agreement and these Mobile Deposit Service terms and conditions. Mobile Deposit Service is available exclusively on our Mobile Banking App.

2. Biometric login for Mobile Banking. Biometric login is an optional biometric sign-in method for Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and we never see or store your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within Mobile Banking. We reserve the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your biometric information, you can sign in using your standard login credentials (i.e., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Mobile Banking.

3. Additional meanings of some words. In these Mobile Deposit Service terms and conditions:

- a. “Electronic item” means the electronic image of any paper item and other information captured from the paper item.
- b. “Paper item” means any check, substitute check, purported substitute check, draft, demand draft, preauthorized draft, image replacement document, money order, cashier’s check, or traveler’s check in paper form.
- c. “Paying bank” means the bank on which a paper item is drawn or through which a paper item is payable.

4. Description of Mobile Deposit Service. Mobile Deposit Service enables you to use the camera of a mobile device to (i) create electronic images of the front and back of certain paper items and (ii) transmit those images and other information, including, but not limited to, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing as a deposit to an approved deposit account in accordance with these Mobile Deposit Service terms and conditions. After we receive your transmission, we will review each electronic item. For each electronic item that we determine is eligible for processing as described below, we will either (i) create a substitute check that we will present directly or indirectly to the paying bank, (ii) include the electronic item in an electronic file for presentment directly or indirectly to the paying bank or (iii) present or post any electronic item for which we are the paying bank.

5. Creating and transmitting electronic items to us. You may use our Mobile Banking App on your mobile device to create electronic images of checks and other paper items that you wish to deposit to any approved deposit account by means of Mobile Deposit Service and to transmit your electronic items to us. The following items may not be deposited using Mobile Deposit Service:

- a. checks drawn on a financial institution located outside the United States;
- b. remotely created checks (whether in paper form or electronically created);
- c. substitute checks (whether in paper form or electronically created);
- d. checks drawn against a line of credit;
- e. cash;
- f. checks payable to any person or entity other than you;
- g. checks payable to you and another person or persons jointly unless deposited into an account in the name of all payees;
- h. checks containing obvious alteration to any of the fields on the front of the check, 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;
- i. checks with an endorsement on the back other than that specified in these Mobile Deposit Service terms and conditions;
- j. checks that have previously been negotiated, submitted to us using Mobile Deposit Service or through a remote deposit capture service offered at another financial institution;
- k. checks dated more than six (6) months prior to the date of deposit;
- l. checks not payable in United States currency; and
- m. checks which have been returned for insufficient funds or stop payment.

6. Endorsement. You agree to restrictively endorse any check transmitted using Mobile Deposit Service with your name and the legend “For Mobile Deposit Only.”

7. Image quality. Both the front and the back of each paper item must be transmitted and must be legible. The image must meet the standards for image quality established from time to time by the American National Standards Institute (ANSI), the Federal Reserve Board, and any other regulatory agency, clearing house or association.

8. Processing your electronic item/cut-off time. If you transmit your electronic item(s) to us before the 2:30 p.m. Eastern Time cut-off time for electronic deposits on any business day, we shall review and process your electronic item(s) on that business day. If you transmit your electronic item(s) to us after the 2:30 p.m. Eastern Time cut-off time for electronic deposits on any business day or on any non-business day, we will review and process your electronic item(s) on the next business day.

9. Exception items. Each business day on which we review and process your electronic item(s) we will use commercially reasonable efforts to review each electronic item and to reject any electronic item that we in our sole discretion deem ineligible for Mobile Deposit Service (each an “exception item”). Exception items include, but are

not limited to, an item that (a) is illegible or contains MICR data that is not machine readable, (b) was previously processed as an electronic item, (c) is identified in Section 5 of these Mobile Deposit Service terms and conditions as ineligible for deposit using Mobile Deposit Service, (d) is not properly endorsed as specified in Section 6 of these Mobile Deposit Service terms and conditions, or (e) is drawn on a financial institution located outside the United States and is not payable at or through a financial institution located within the United States. We will notify you of each exception item. If you wish to deposit any exception item to your account, you may do so only by depositing the original paper item on which the exception item is based or as otherwise agreed between us. Even if we do not identify an electronic item as an exception item when we review and process the electronic item, the electronic item, substitute check, or purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the paying bank determines that such item or check is illegible or missing an image.

10. Deposits to your account. Subject to our right to identify and reject exception items, we shall be deemed to have accepted for deposit each electronic item that is not an exception item on the business day that we process the electronic item.

11. Availability of funds. Electronic items deposited using Mobile Deposit Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. We will generally make funds available from an electronic item on the business day we process the item unless it is identified by us as an exception item, or we require further review of the item.

12. Transaction limitations. For business accounts, you may not use Mobile Deposit Service to deposit an individual item in an amount in excess of \$10,000.00 or to deposit multiple items on any given business day totaling more than \$15,000.00. For consumer accounts, you may not use Mobile Deposit Service to deposit an individual item in an amount in excess of \$4,000.00 or to deposit multiple items on any given business day totaling more than \$5,000.00.

13. Your warranties to us. You represent and warrant to us that:

- a. You will use Mobile Deposit Service only for paper items that are payable to, and endorsed by, you.
- b. You will properly secure all hardware and software you use in connection with Mobile Deposit Service (including, but not limited to, maintaining the confidentiality and security of your mobile device, access number(s), password(s), security question(s) and login credentials used to access Mobile Deposit Service).
- c. You will maintain control over and be responsible for secure retention, storage, and destruction of original paper items for which you have created an electronic item. After transmitting the electronic item to us, you will retain and securely store the original paper items for a minimum of two (2) calendar days, but no more than fourteen (14) calendar days, from the transmission date. During that time period and upon our request, you agree to provide us with the original paper item(s). Upon the expiration of that time period and after confirming that you have received credit you will securely and irretrievably destroy or clearly void original paper items from which you have previously created and submitted to us an electronic item.
- d. You will not submit any duplicate electronic items to us.
- e. You will not deposit or otherwise negotiate any original paper item from which you have previously created and submitted to us an electronic item unless we have notified you that the electronic item is an exception item and was not accepted for deposit.

- f. You will transmit to us only electronic items that are suitable for processing, including, but not limited to, electronic items that are legible and contain machine-readable MICR data.
- g. Each signature on any paper item you deposit using Mobile Deposit Service is authentic and authorized and the paper item has not been altered.
- h. You will only transmit electronic items that are drawn on or payable through banks located within the United States.
- i. You will review and verify for accuracy the information contained in each electronic item before you transmit it to us.
- j. You will not store or make a back-up copy of any electronic item.

14. Your duty to report errors. We will provide you with periodic statements for your deposit accounts that will identify the deposits you make using Mobile Deposit Service. In addition, you may access Mobile Banking at any time to view transactions to your accounts. You agree that it is your responsibility to review such information in a timely manner to verify that deposits made using Mobile Deposit Service have been received and processed by us and are accurate. Receipt of an electronic item by us through Mobile Deposit Service is not an acknowledgment by us that the electronic item is error-free or that we will be liable for the electronic item. You agree to notify us of any errors, omissions, or discrepancies in a deposit as promptly as practicable. We will not be liable for the error if you do not notify us of the error in time for us to receive the notice within 30 days after the date we send you or otherwise make available to you the periodic statement for the time period covering the deposit of the electronic item. If you bring a legal proceeding against us because of the error, we will not be liable for the error if you do not begin the legal proceeding within one year after we send you or otherwise make available to you the periodic statement even if you notify us of the error within the 30 days and even if you sue us in connection with any legal proceeding we bring against you.

15. Deposit limits. We reserve the right to establish limits on the individual dollar amount, total dollar amount, and number of items that may be deposited by you using Mobile Deposit Service each day and to modify such limits from time to time in our sole discretion. If you attempt to make a deposit in excess of these limits, we may reject your deposit.

16. Equipment, services, and software. You are responsible for the selection, installation, maintenance, operation, and use of any equipment (for example, a mobile device), service (for example, a telecommunication or internet access service), or software (for example, an application used with a mobile device) used by you or on your behalf in connection with Mobile Deposit Service. You assume all risks of loss resulting from the selection, installation, maintenance, operation or use of the equipment, service, or software (for example, a failure of a telecommunication or internet access service to provide, or a delay by a telecommunication or internet access service in providing, a service). EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY DAMAGES (FOR EXAMPLE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES), WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT OR STRICT LIABILITY OR OTHERWISE, THAT RESULT FROM ANY ERROR IN SELECTING, INSTALLING, MAINTAINING, OPERATING OR USING, UNAVAILABILITY, FAILURE, MALFUNCTION OR INTERRUPTION OF, COMPROMISE OF DATA SENT USING OR VIRUS OR SIMILAR PROBLEM RESULTING FROM THE EQUIPMENT, SERVICE OR SOFTWARE, EVEN IF WE ARE NOTIFIED OF OR OTHERWISE KNOW OR

SHOULD KNOW OF THE POSSIBILITY OF THOSE DAMAGES.

You must indemnify us against any liability or expense that is incurred by, imposed on, or asserted against us as a result of any claim that the operation or use of the equipment, service, or software by you or on your behalf in connection with Mobile Deposit Service infringes any copyright, patent, trademark, trade secret or other property right of any party.

17. Reimbursement and indemnification. Without limiting any other obligation, you have under the Agreement or these Mobile Deposit Service terms and conditions to reimburse us, you must reimburse us for any liability or expense incurred by us as a result of our hiring an attorney to enforce any of your obligations under the Agreement, these Mobile Deposit Service terms and conditions or with respect to Mobile Deposit Service. Without limiting any other obligation you have under the Agreement or these Mobile Deposit Service terms and conditions to indemnify us, you must, except to the extent that the Agreement and these Mobile Deposit Service terms and conditions impose liability on us or to the extent prohibited by applicable law, indemnify us and each agent of ours against any liability or expense that is incurred by, imposed on, or asserted against us or the agent as a result of any claim arising in connection with the use of Mobile Deposit Service by you or on your behalf (for example, as a result of our following any instruction to us, acting on any information or document that we receive from you or anyone acting on your behalf or any failure by you or anyone acting on your behalf to maintain the security of any identifier or any equipment (for example, a mobile device)). We may charge the amount of the liability or expense for which you must reimburse us or against which you must indemnify us against any approved deposit account or any other deposit account of yours with us or collect it in any other way.

18. Disclaimer of warranties. TO THE EXTENT ALLOWED BY APPLICABLE LAW, MOBILE DEPOSIT SERVICE IS PROVIDED BY US “AS IS,” “AS AVAILABLE,” AND WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE PRECEDING SENTENCE, WE DO NOT MAKE, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND WE DISCLAIM, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OF ANY KIND (FOR EXAMPLE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) CONCERNING MOBILE DEPOSIT SERVICE.

19. Limitations. When using Mobile Deposit Service, you may experience technical or other difficulties that are outside of our control. In addition, maintenance to Mobile Deposit Service may be performed from time to time and may result in interrupted service, delays, or errors. We are not responsible for any damages that you may incur as a result of such difficulties.

20. Cancellation or suspension. We may cancel or suspend your right to use Mobile Deposit Service at any time. The cancellation or suspension will take effect immediately unless we decide to have it take effect later. The cancellation or suspension will not affect any of your obligations under this Agreement or these Mobile Deposit Service terms and conditions. For example, you will remain liable under Section 16 of these Mobile Deposit Service terms and conditions.

21. Agreement. By enrolling in Mobile Deposit Service, using Mobile Deposit Service or allowing anyone else to have any identifier or to use Mobile Deposit Service, you agree to be bound by all provisions of the Agreement, these Mobile Deposit Service terms and conditions, all our instructions and requirements concerning Mobile Deposit Service and all legal terms and conditions contained on our website.