

## Mobile Banking Terms and Conditions

Thank you for using The Savings Bank Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to 48179.**

**To cancel, text "STOP" to 25215 at anytime.**

In case of questions please contact customer service at 800-246-2009.

### Terms and Conditions

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

**Questions:** You can contact us at 800-246-2009, or send a text message with the word "HELP" to this number: **48179**. We can answer any questions you have about the program.

**To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: **25215**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

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

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

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

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, The Savings Bank and its affiliates and service providers, including Fiserv, Inc. and its 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"). The Savings Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Savings Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use.** You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by The

Savings Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of The Savings Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, 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 The Savings Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

**Use of Google Maps:** You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

### **Mobile Banking, SMS and Mobile Deposit Enrollment Terms and Conditions ("END USER TERMS")**

This service is provided to you by The Savings Bank. ("TSB" or "we/us") and powered by a Third Party ("Licensor") mobile technology solution. These "End User Terms" are a legal agreement between you and The Savings Bank.

To enroll in Mobile Banking, SMS and Mobile Deposit, you must be a subscriber to The Savings Bank's Online Banking service. You acknowledge that you have read and agreed to the "Online Banking Terms and Conditions Agreement". The "Online Banking Terms and Conditions Agreement" applies to the products/services described herein. You also acknowledge and agree to these "End User Terms" which append the "Terms and Conditions" stated above.

We are not responsible or liable for the acts, omissions, systems or services provided by the Licensor.

We reserve the right to alter charges and/or these "End User Terms" from time to time, and we reserve the right to terminate, discontinue or suspend any service at any time. We may terminate Online Banking services as provided in the "Online Banking Terms and Conditions Agreement", and may terminate Mobile Banking, SMS and/or Mobile Deposit at any time, including if you or your accounts are not eligible for any service, if we believe you are in breach of your account agreement with us, the "Online Banking Terms and Conditions Agreement" or these "End User Terms", or in the event your mobile service terminates.

### **Mobile Banking and SMS**

The use of mobile technology to access The Savings Bank Online Services could present a heightened security risk due to the fact that mobile devices have less sophisticated access protections and wireless transmissions are vulnerable to interception. The Savings Bank has implemented mobile banking as an accommodation to its customers, recognizing that any web page is accessible by certain mobile devices. The Savings Bank cannot undertake to mitigate the additional risks presented by the use of mobile devices to access The Savings Bank Online Services. If you access The Savings Bank Online Services via a mobile device, you do so at your own risk and to the maximum extent permitted by law, The Savings Bank shall have no liability to you or to any third party arising from or related to your use of mobile banking.

1. As used in these "End User Terms", "Mobile Banking" is a personal financial management service that allows you to access TSB Online Banking using a compatible and supported mobile device (like a smartphone, iPhone® or iPad®, sometimes also called a wireless device) and/or other compatible and supported wireless devices. "Mobile Device"

means a device specified by us, not a personal computer, and includes a mobile phone or personal digital assistant (PDA) that has text messaging capabilities and/or is Internet (Web) enabled. "SMS," also commonly referred to as "text messaging", means a process that allows you to send and receive messages from us related to your accounts, using your mobile device.

2. Your wireless provider's standard rates apply to Internet access, including messaging rates that apply to SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plan. Your wireless provider may impose Internet access, message and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider. If you use SMS, we will send you a message only once per request.

3. You represent that you are the owner or authorized user of the mobile device you use to access our Mobile Banking services, and that you are authorized to approve any applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may contact you about Mobile Banking by any of the delivery channels in our records provided by you.

4. You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number, your wireless provider's name, and the date, time, and content of any mobile banking messages including account activity and status of your accounts and other information that you or we may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the Mobile Banking service. We will only use the information you provide to us from your Mobile Banking usage in connection with our Online Banking service. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property.

5. When you complete forms online or otherwise provide us with information in connection with our Mobile Banking service, you agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Banking.

6. Our Mobile Banking services, as well as the content and materials you may receive or access through your use of our service, are proprietary to us and our licensors, and are for your banking use only. You will not damage, impair, interfere with, or disrupt our Online Banking/Mobile Banking service or its functionality.

7. You agree that if you are using our Mobile Banking service outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.

8. Mobile Banking is provided for your convenience and does not replace your monthly account statement, which is the official record of your account.

9. Mobile Banking, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Banking and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

10. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Banking and SMS service and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your

violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of these "End User Terms".

## Mobile Deposit

**The Savings Bank Mobile Deposit is for Consumer use only at this time.**

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") with your mobile device to your checking accounts from a remote location by capturing the original checks and delivering the digital images and associated deposit information ("images") to us or our processor.

**Limits.** Mobile Deposits are limited to \$3,000 per check, with a \$5,000 per day limit. We may establish limits on the dollar amount and/or number of Items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**Eligible Checks.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Massachusetts.

You agree that you will not use the Services to scan and deposit any checks as shown below:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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.
- Canadian checks, foreign checks or checks not drawn on a United States financial institution.
- Checks that have previously been returned.
- Checks that are remotely created checks, as defined in Reg CC.
- Checks dated more than 6 months prior to the date of deposit.
- Checks where the numerical and written amount are different.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account.

**Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s) and any endorsements applied to the back of the original check. The image quality must meet the standards established by the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. The Endorsement must include signature(s) of all payees, your account number and the words FOR MOBILE DEPOSIT ONLY AT THE SAVINGS BANK. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

**Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current "Consumer Deposit Account Agreement" with us and will be subject to all terms of the "Consumer Deposit Account Agreement". Confirmation of a mobile deposit may be reviewed by checking the deposit history screen status within Mobile Banking.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

**Retention of Original checks.** After you receive confirmation that we have received an image, you must securely store the original check for 45 days after transmission to us and make the original check accessible to us at our request. We

may need to use the original check to resolve any problems that might occur during its processing. Upon our request, we will ask that you deliver to us, at your expense, the requested original check in your possession within five business days of our request. If not provided within that time period, such amount will be reversed from your account.

**Destruction of Original checks.** Following the 45 day retention period, you must invalidate the original check by marking it "VOID". As soon as it is convenient, you must then destroy it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Returned Deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. If a check is returned, we may debit your account a returned deposited item fee as disclosed in our "Schedule of Fees".

**Your Warranties.** You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check that are in a format that would allow the redeposit of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, mobile service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to: The Savings Bank 357 Main St. Wakefield, MA 01880.

**Funds Availability.** Mobile Deposits received before 4:00 PM EST on a business day that we are open will be deposited to your account the same day. Mobile Deposits received after 4:00 PM EST and deposits received on holidays or days that are not our business days will be deposited to your account the next business day we are open. Funds will be available as described in our “Funds Availability Policy”. Mobile Deposits may be delayed in the event of early closing due to a holiday or unforeseen circumstances. In these instances, deposits will be confirmed the following business day that we are open.

**Business Days.** Every day is a business day, except Saturdays, Sundays and federal holidays.

**Minimum Hardware and Software Requirements.** In order to use the Mobile Deposit service, you must obtain and maintain, at your expense, compatible hardware and software as specified by The Savings Bank, including an Internet enabled mobile device with photo capabilities as specified by us to use this service.

**Eligibility, Termination and Changes.** You must meet the eligibility requirements in order to use the Mobile Deposit service. We have the right to suspend or terminate the Mobile Deposit service at any time, if you or your account(s) do not meet the eligibility requirements for the service, or if you are in violation of these “End User Terms”, the “Online Banking Terms and Conditions Agreement” or your “Consumer Deposit Account Agreement” with us. We may also terminate this service in the event your wireless service terminates. We also reserve the right to change the Mobile Deposit service at any time without notice to you.

**Errors.** You agree to notify us of any suspected errors related to your deposit made with the Mobile Deposit service immediately and no later than 30 days after the applicable account statement is provided, or as otherwise specified in your “Business and Consumer Deposit Account Agreement” with us.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone to 800-246-2009 followed by written confirmation within ten business days if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of deposit until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor your use of Mobile Deposits, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under these “End User Terms”.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, reverse engineer, disassemble or decompile the technology or service, copy or reproduce all or any part of the technology or service; or interfere, or attempt to interfere, with the technology or service. We and our technology partners retain all rights, title and interests in and to the Services, Software and Development made available to you.

**Accountholder’s Indemnification Obligation.** You agree to indemnify and hold us, our shareholders, directors, officers, employees, and agents (and the same of our affiliates and our affiliates themselves) harmless from and against any and all losses arising from or in connection with the services provided under these “End User Terms”, except for losses due to our own gross negligence or willful misconduct. Additionally, you further agree to hold us, and our shareholders, directors, officers, employees, and agents (and the same of our affiliates and our affiliates themselves) harmless from losses arising out of actions taken or omitted in good faith by us in reliance upon instructions from you. We are not responsible for any actions or omissions by any third party that is not under our direct control.

**Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email or on our website by providing a link to the revised Agreement. We will provide you with advance notice of any changes to the terms of this Agreement

when required to do so by Applicable Law. Your continued use of the Services after we provide you notice of changes will indicate your acceptance of the revised Agreement.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY MOBILE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY MOBILE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY MOBILE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY MOBILE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY MOBILE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.