



Franklin Savings Bank Business Mobile Banking **Terms and Conditions**

Program. Franklin Savings Bank offers their customers mobile access to accounts enrolled in Business Online Banking. By participating in Business 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.

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

Privacy and User Information. You acknowledge that in connection with your use of Business Mobile Banking, Franklin Savings Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). Franklin 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 Business 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. Franklin 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 Business 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 Franklin 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 Franklin 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, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Franklin 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 Business Mobile Banking or the Software, or other customers of Business Mobile Banking or the Software; or (d) otherwise abuse Business Mobile Banking or the Software.

User and Device Security. As a user of Business Mobile Banking, you agree to take every precaution to ensure the safety, security and integrity of your account and transactions. You agree not to leave your Device unattended while logged into Business Mobile Banking and to log off immediately at the completion of each access by you. You further agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Business Mobile Banking, you are responsible for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. You agree to password protect your mobile device. You agree to obtain, install, maintain, and update anti-virus/malware protection for your mobile device. You agree to update your mobile device operating system as recommended by the manufacturer.

Consider using a software program that can locate a missing or stolen mobile device and remotely wipe data from the device if stolen. Use caution before opening, responding, registering, downloading, or providing information. Use caution with public Wi-Fi; there are numerous threats associated with Wi-Fi hotspots. Avoid logging into accounts, especially financial accounts when using public wireless networks. Consider disabling Bluetooth and NFC capabilities when not in use; they can provide access to a nearby unauthorized user. Enable encryption on your mobile device to safeguard information stored on the device. Securely dispose of your device; it is important that personal information is erased or destroyed prior to disposal.

You are responsible for complying with all terms of this Agreement and with the terms of the agreement governing the bank accounts which you access using Franklin Savings Bank Business Mobile Banking. We can terminate your Business Mobile Banking privileges under this Agreement without notice to you. Business Mobile Banking accounts which are inactive for the last ninety (90) days may be unenrolled. Inactivity is defined as no account access through Franklin Savings Bank Business Mobile Banking in the last ninety (90) days.

To cancel the Business Mobile Banking service, you must notify Franklin Savings Bank and provide your name, address, and the effective date to stop Service. You may notify Franklin Savings Bank by one of the following methods:

- By calling 603.934.4445 Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Standard Time.
- By email: mybanker@fsbnh.bank
- By writing a letter and sending it to the following address:

Franklin Savings Bank, 387 Central Street, Franklin, NH 03235

Registration Process. The use of Business Mobile Banking requires a business online banking account through Franklin Savings Bank and an initial registration process. The use of Business Mobile Capture service requires a bank review process.

Mobile Capture Services. The business mobile capture services ("Mobile Deposit") are designed to allow you to make deposits to your checking, savings, or money market accounts using your approved mobile device from any location by taking pictures of physical checks and delivering the images and associated deposit information to the Bank or the Bank's designated processor. Franklin Savings Bank reserves the right to reject any item transmitted through Business Mobile Capture at our discretion. We are not responsible for items that we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation of deposit from Franklin Savings Bank. Receipt of confirmation does not mean that the transmission was error free, complete, or will be considered for or credited to your account. We further reserve the right to charge back to your account at any time, any item that we determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. We may restrict and/or cancel, without prior notice, your ability to use Deposit Services if we notice any suspicious activity or mismanagement of Franklin Savings Bank accounts including failure to promptly bring negative account balances to a positive balance.

Eligible items. You agree to take pictures of 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 Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use Mobile Deposit to take pictures of and deposit any checks or other items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks payable to you and another party who is not a joint owner on the account.

- Checks made payable to a business that you attempt to deposit into a personal account.
- Checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks that have been previously negotiated.
- Checks that have previously been submitted through Mobile Deposit or through a service offered at another financial institution.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks that are post-dated (made payable at some point in the future).
- Checks or items prohibited by the Bank's current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Deposits which exceed your per check or daily limit.

Image Quality. The image of an item transmitted to the Bank using Mobile Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through Mobile Deposit as "For deposit only, Franklin Savings Bank account # _____" or as otherwise instructed by the Bank. If the check is made payable to you and another payee, both of you must endorse the check, and it must be deposited into a Franklin Savings Bank joint account owned by both of you. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit as the Bank may establish from time to time.

Receipt of Items. We reserve the right to reject any item transmitted through the Mobile Deposit, at our discretion, without liability to you. When we receive an image, we will notify you only if a deposit is rejected. The image is not deemed "received" by us until it is posted to your account at the end of the business day. Acceptance within the Franklin Savings Bank Business Mobile Deposit application does not mean that the image is free of errors or will be accepted for deposit. Reasons for rejection may include any of the following: incomplete or missing endorsement; illegible check or poor image quality; altered check; or duplicate check. This list is a list of examples only and is not a list of all of the reasons that an image of a check may be rejected. We are not responsible for any image we do not receive. We are not responsible for items we do not receive or for images that are dropped during transmission. Images received will be available to view inside the mobile application. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

"Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. If you attempt to deposit an Exception Item to your account, you shall 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 initially identify an item as an Exception Item when we review and process the item to which the Exception Item relates, the electronic item, substitute check, or the 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. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to Franklin Savings Bank.

Availability of Funds. Items transmitted using Mobile Deposit are subject to our Funds Availability Policy. In general, if an image of an item you transmit through Mobile Deposit is received and accepted before 5:00 p.m. EST on a business day that we are open, we consider that day to be the day of your deposit. Any deposit submitted and

approved by 5:00 PM EST on a bank processing day (2:00 PM EST Christmas & New Year's Eve) will be processed on that business day if the receipt guidelines established under the Receipt of Items are met. All deposits received after 5:00 PM EST will be processed on the next business day (2:00 PM EST Christmas & New Year's Eve). All deposits will follow Franklin Savings Bank' funds availability policy. Processing days are Monday through Friday, excluding holidays. When a holiday falls on a Sunday, the following Monday is a non-processing day. Holidays are New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. The Bank may delay availability of funds based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant.

Disposal of Transmitted Items. Upon your receipt of a confirmation from the Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID". You agree to securely store original checks and destroy checks by burning or shredding after a reasonable amount of time, not to exceed 60 days from date of deposit to ensure that it is not re-presented for payment. And, you agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Bank's audit purposes.

Deposit Limits. We reserve the right to impose limits on the amount(s) of deposits that you transmit using Mobile Deposit and to modify such limits 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. Deposit limits are subject to change at any time with our discretion. Daily and per item dollar limits may vary and are subject to change at the discretion of the Bank.

Fees. Business Mobile Banking services are provided complimentary as an add-on feature for account holders; the Bank has the right to charge for possible business banking services in the future. You will be provided a 30 day notice of such fees.

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

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

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

Mobile Deposit Unavailability. Franklin Savings Bank Mobile Deposit may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. In the event that Franklin Savings Bank Mobile Deposit is unavailable, you may deposit original checks at any Franklin Savings Bank banking office.

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

User warranties and indemnification. You warrant to the Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to the Bank is accurate and true.

- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

You understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of Franklin Savings Bank Mobile Deposit and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners and hold harmless their affiliates, officers, employees and agents against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to us or your use of Franklin Savings Bank Mobile Deposit or our technology partners' applications relating thereto, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF FRANKLIN SAVINGS BANK MOBILE DEPOSIT 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 FRANKLIN SAVINGS BANK MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT FRANKLIN SAVINGS BANK MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING FRANKLIN SAVINGS BANK MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN FRANKLIN SAVINGS BANK MOBILE DEPOSIT OR ANY OF THE TECHNOLOGY RELATED THERETO 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, FRANKLIN SAVINGS BANK MOBILE DEPOSIT 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.

Amendments and Termination. We may restrict and/or cancel, without prior notice, your ability to use the Franklin Savings Bank Mobile Deposit system if we notice any suspicious activity or if you do not use Mobile Deposit for a period of 90 days or more. You may terminate this service anytime by sending a written request by electronic mail to: mybanker@fsbnh.bank or by contacting any Franklin Savings Bank banking office. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. Franklin Savings Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from Mobile Deposit. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement. You will be deemed to accept any changes to this Agreement if you continue to maintain and use Franklin Savings Bank Mobile Deposit after you have received any required notice, if applicable.

Any transmission to the Bank's Mobile Banking Services, including E-mails shall be deemed and remain the property of the Bank. Please do not use E-mail to send the FSB communications which contain confidential information, or require immediate attention. Please call 603.934.4445 or send written communications to:

Franklin Savings Bank

ATTN: Electronic Services Manager

387 Central Street

Franklin, NH 03235

Governing Law. This Agreement is governed by, and shall be construed in accordance with the laws of the state of New Hampshire without regard to the conflict of laws principles thereof.

Disputes. Any dispute relating in any way to your use of Franklin Savings Bank Mobile Deposit, to this Agreement, to your Account Agreement, to the Funds Availability Disclosure, or to our advertising or solicitation practices shall be submitted to confidential arbitration. Arbitration shall be conducted under the rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration or any other action or proceeding involving any other party subject to an agreement with us governing such party's use of Franklin Savings Bank Business Mobile Deposit, whether through class action or arbitration proceedings or otherwise.

Entire Terms and Conditions. Accounts and services provided will continue to be subject to any separate agreements governing them, except where noted in the terms and conditions, and the following:

- Our rules, procedures, and policies applicable to each account and each service
- The rules and regulations of any funds transfer system used in connection with Business Mobile Banking
- The rules and regulations of applicable state and federal laws and regulations
- These Terms and Conditions supplement any other agreements or disclosures related to your account(s). Your use of Online Banking and its related modules, including Business Mobile Banking, and Business Mobile Deposit is considered your acceptance of these terms and conditions.