Terms and Conditions for Mobile Banking

Terms and Conditions: Franklin Savings Bank Mobile Banking With Mobile Deposit

Thank you for using Franklin Savings Bank's Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to {99588}. To cancel, text "STOP" to {99588} at any time. In case of questions please contact customer service at 1.800.372.4445 or visit www.fsbnh.bank.

Franklin Savings Bank's Privacy Policy https://www.fsbnh.bank/privacy-disclosure/

Terms and Conditions

Program: Franklin 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 1.800.372.4445, or send a text message with the word "HELP" to this number: {99588}. We can answer any questions you have about the program.

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

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

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

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

Privacy and User Information. You acknowledge that in connection with your use of 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, 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 (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 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. 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. 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 Bank communications which contain confidential information, or require immediate attention. Please call 1.800.372.4445 or send written communications to:

Franklin Savings Bank

ATTN: Electronic Services Dept.

PO Box 339

Franklin, NH 03235-0339

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 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 of 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 Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or other URLs as may be updated by Google.

Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1.The Card Controls feature is only available for debit cards issued by Franklin Savings Bank that you register within the Mobile Banking App.

2.The Card Controls alerts and controls 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 Franklin Savings Bank to discontinue the alerts and controls.

3.Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. 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.

4.Card Controls may enable access to Franklin Savings Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

5.To the extent this Mobile Banking App allows you to access third party services, Franklin Savings Bank, 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.

6.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.

7.Limitation of Liability. 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

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.

8.Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Alerts Additional Terms.

The following Alerts terms and conditions (“Alerts Terms of Use”) only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in Franklin Savings Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Franklin Savings Bank account(s). Alerts are provided within the following categories:

•Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

•Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

•Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Franklin Savings Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. 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. Franklin Savings Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. 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 Franklin Savings Bank Online Banking message in-box, by an e-mail message. 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.

Alerts via Text Message. 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 phone, just visit the Alerts tab in Franklin Savings Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to {99588}. In case of questions please contact customer service at 1.800.372.4445. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Franklin Savings Bank provides 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 factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Franklin Savings Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Franklin Savings Bank, its 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.

Alert Information. 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.

https://www.fsbnh.bank/privacy-disclosure/

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Franklin Savings Bank and its affiliates and service providers, including Fiserv, Inc. and its 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. 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 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.

Biometric Login for Mobile Banking.

Biometric login is an optional biometric sign-in method for Franklin Savings Bank 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 Franklin Savings Bank never sees or stores 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 Franklin Savings Bank Mobile Banking. Franklin Savings Bank reserves 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 doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., 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 Franklin Savings Bank Mobile Banking.

Terms and Conditions: Franklin Savings Bank Mobile Deposit

This Mobile Deposit Agreement (“Agreement”) is a contract that governs your ability to use Mobile Deposit (”Mobile Deposit”) remote deposit capture service provided to you by Franklin Savings Bank. As used in this Agreement, the terms “Bank,” "we," "us," and "our" refer to Franklin Savings Bank. The terms "you" or "your" refer to the account holder(s) authorized by the Bank to use Mobile Deposit, all persons authorized to sign on the account holder’s deposit accounts, and anyone else who uses Mobile Deposit with the permission of the account holder(s). By using Mobile Deposit, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement. Your use of Mobile Deposit is subject to the terms and conditions of this Agreement; the Deposit Account Agreements applicable to your checking, savings, and money market Accounts; and the Internet Banking Terms and Conditions; all of which are incorporated herein by reference. In the event of any inconsistency between this Agreement and the Internet Banking Terms and Conditions, this Agreement controls.

Use of This Service: Mobile Deposit allows you to remotely deposit checks into your qualifying checking, savings, or money market account by taking a picture of the front and back of the check with your mobile device’s digital camera and delivering the image to us using the Mobile Deposit software. When depositing a check using Mobile Deposit, be sure to sign the checks as normal. You must have the FSB App (Mobile Application) in order to use Mobile Deposit.

Qualifications: By agreeing to the terms and conditions of Mobile Banking and Mobile Deposit you agree to be enrolled in both services. Customers who enroll in the Mobile Banking Application will be able to make mobile deposits.

Termination of Service:

a)How to cancel Mobile Deposit: If you wish to cancel Mobile Deposit, you must notify the Bank, and you must also discontinue using Mobile Deposit at that time. You may notify us by e-mailing us at mybanker@fsbnh.bank, or writing to Franklin Savings Bank, Attn: Electronic Services Dept., PO Box 339, Franklin, NH 03235-0339, or telephoning us at 1.800.372.4445.

b)Closing your Bank accounts: If you close all of your Bank accounts, you must notify the Bank’s Electronic Services Department to cancel Mobile Deposit and you must terminate your use of Mobile Deposit at that time.

c)Bank termination of use or access: We will not in any way be obligated to grant you use of or access to Mobile Deposit if:

(1)such use or access is not in accordance with any term or condition applicable to Mobile Deposit;

(2)such use or access is not permitted by any state or federal law or regulation;

(3)the Bank has reasonable cause to believe that such use or access may not be authorized by you or any third party whose authorization the Bank believes is necessary for such use or access;

(4)the Bank has reasonable cause to deny such use or access for your or our protection; or (5) your account(s) does not remain in good standing and is showing delinquency.

d)Bank termination of the Agreement: The Bank reserves the right in its sole discretion at any time to terminate this Agreement and therefore to limit or terminate your use of or access to Mobile Deposit at any time, with or without cause and without prior notice. The Bank will not have liability to you for any losses or damages you may suffer or incur as a result of any such limitation or termination.

Any termination will not affect our obligations arising prior to termination, such as the obligation to process any Checks (including returned Checks) that were in the process of being transmitted or collected prior to the termination date. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed through Mobile Deposit for you. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination.

In addition, you will keep your account(s) at the Bank open, and you will maintain funds in such account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding Checks and your obligations for returns of Checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts at the Bank and you will pay us any amount remaining unpaid immediately upon our demand. You will also continue to retain original Checks and forward Checks to the Bank on our request in accordance with the provisions of this Agreement.

Scope of Agreement: This Agreement governs your use of Mobile Deposit. Mobile Deposit allows you to use a compatible camera enabled mobile phone or device (“Mobile Device”) to scan original checks or other deposit items that meet our required standards (“Checks”) and electronically transmit images of the Checks and associated deposit information to the Bank for deposit to your designated account(s). Mobile Deposit converts your scanned Checks into substitute checks, in accordance with the Check Clearing for the 21st Century Act (“Check 21

Act") and Federal Reserve Board Regulation CC ("Regulation CC"), to facilitate the deposit and collection of such Checks. You agree that the Bank shall determine in its sole discretion the manner in which Checks are cleared or presented for payment, including without limitation, by substitute check, Automated Clearing House ("ACH"), or image exchange.

The terms and conditions in this Agreement are in addition to, and do not cancel, supersede or replace your application to use Mobile Deposit, our notification of approval of your application, your Bank Account Agreement, or any other agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans, services, or other business relationships with the Bank. Additionally, your use of Mobile Deposit will be subject to all of the terms or instructions which may appear on-screen when you access Mobile Deposit, or in user guides, and/or other information or documentation that the Bank may provide to you from time to time regarding Mobile Deposit. Your use of Mobile Deposit is also subject to, and you agree to comply with, the applicable rules and regulations of the National Automated Clearing House Association (NACHA), all other applicable clearing house rules, regulations, operating circulars and agreements, the Check 21 Act,

Regulation CC, and Office of Foreign Assets Control sanction laws, the Bank Secrecy Act, the USA PATRIOT Act, the Uniform Commercial Code as enacted in New Hampshire, and all other applicable state and federal laws and regulations, all as amended from time to time.

Hardware and Software Requirements for Mobile Deposit: In order to use Mobile Deposit, you must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time.

We are not responsible for providing, maintaining or servicing your Mobile Device or any other equipment for you. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements.

Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use Mobile Deposit. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through Mobile Deposit. We are not responsible for any third-party software that you may need to use Mobile Deposit. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third-party software provider at the time of download and installation.

We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using Mobile Deposit, e-mail or the Internet. You agree that all images and files transmitted to us

through Mobile Deposit will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Check Requirements:

a)Information on the Check: Any image of a Check that you transmit through Mobile Deposit must accurately and legibly provide all of the information on the front and back of the Check at the time it was presented to you. You must endorse the original Check before scanning it by applying your signature or the legend, "For Mobile Deposit Only." You authorize the Bank to supply an endorsement on your behalf for deposit to your account if a Check is missing or has an improper endorsement. You agree that the scanned image of each Check shall provide the following information:

(1)identification of the drawer and the paying bank that is preprinted on the Check, including complete, full-field, and accurate MICR (Magnetic Ink Character Recognition) line, routing transit number, number of the account on which the Check is drawn, and drawer signature(s);

(2)amount, payee, date, Check number; and (3) other information placed on the Check before imaging, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

b)Your representations and warranties with respect to prohibited Checks: The Bank in its sole discretion may refuse to accept, and you represent and warrant that you shall not use Mobile Deposit to deposit, any Checks that:

(1)are payable to any person other than you;

(2)are issued by you, or by any other person on any of your accounts or any account on which you are an authorized signer or joint account holder, or any account of any business entity of which you are a principal, officer or authorized signer;

(3)contain 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 account holder;

(4)are substitute checks as defined by Check 21 or IRDs (Image Replacement Documents) that purport to be substitute checks and which have been previously endorsed by a financial institution;

(5)are drawn on a financial institution located outside the United States or are not payable in United States currency; (6) are dated more than six (6) months prior to the date of deposit;

(7)have a duplicate MICR code line;

(8)are missing or have an invalid or incorrect routing number;

(9)are photocopies or otherwise not original paper Checks when they are scanned;

(10)are issued to multiple parties;

(11)are third party or second endorsed Checks;

(12)do not qualify as "original checks" as defined in Regulation CC.

In the event that you breach any of these representations or warranties, you agree to defend, indemnify and hold the Bank and its agents harmless from and against all liability, damages, and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize us to charge your account(s) for the amount of any claim, suit or demand that constitutes a breach of warranty claim under the provisions of Check 21, Regulation CC and/or the Uniform Commercial Code.

c)Image quality: Both the front and back of each Check must be transmitted to the Bank as provided in any user guide or other instructions provided to you by the Bank or Mobile Deposit, including on-screen instructions. The Bank in its sole discretion may refuse to accept Checks that do not meet our image quality requirements. This includes, without limitation, Checks where:

(1)the front and/or back image is too large or too small;

(2)the front and/or back image is too light or too dark;

(3)the front and back images have a dimension or other mismatch or discrepancy;

(4)the image has torn or folded edges, cut corners, or other damage;

(5)the image does not comply with the standards for image quality established from time to time by the American National Standard Institute (ANSI), the Federal Reserve Board, any other regulatory agency, clearing house or association, or by us, or by applicable law.

Rejection of Deposit by the Bank: After we receive Check images and all other required deposit information from you through Mobile Deposit, we shall provisionally credit your designated

account for the total amount of such Checks for the business day of the deposit by approximately 6:00 PM Eastern Standard Time (EST). The provisional credit is subject to final payment of the Checks and is also subject to your Bank Account Agreement.

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits.

The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through Mobile Deposit. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned.

You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through Mobile Deposit in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

Checks Returned Unpaid: You are solely responsible for verifying that Checks that you deposit by using Mobile Deposit have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payer financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you.

In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned.

You understand and agree that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check.

You may not use Mobile Deposit to deposit a substitute check and you may not deposit the original Check through Mobile Deposit or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

Your Duty to Report Errors: The Bank will provide you with periodic statements that will identify the deposits that you make through Mobile Deposit. In addition, you may access the

Bank's Online Banking service for information about your deposits, returned items, deposit adjustments, Checks and other transactions on your accounts.

You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through Mobile Deposit have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank through Mobile Deposit does not constitute an acknowledgement by the Bank that the Check is error-free or that we will be liable for the Check.

You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Bank Account Agreement. You may notify us by e-mailing us at mybanker@fsbnh.bank, or writing to Franklin Savings Bank, Attn: Electronic Services Dept., PO Box 339, Franklin, NH 03235-0339, or telephoning us at 1.800.372.4445.

You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

Transaction Limits: The Bank reserves the right to establish and assign to you deposit limits for Mobile Deposit (including limits on the dollar amount and/or number of Checks that you may transmit through Mobile Deposit each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits.

Fees: There is currently no charge for Mobile Deposit. Franklin Savings Bank can choose to implement a fee at any time. If this occurs written notice will be sent to all current Mobile Deposit users prior to the effective date of any new fees.

Deposit Status: After a check has been deposited using Mobile Deposit and received by us, you should monitor the check's processing status using the Mobile Deposit service. The status of your deposited checks will be posted periodically throughout the day up until 6 PM (ET). Contact us immediately if you suspect any error or that we did not receive the transmission. Please refer to your Deposit Account Agreement for additional responsibilities with respect to notifying us of problems with your deposits. If we become aware of a problem with your deposit (such as the check is rejected, the check image is unusable, the check was previously presented or deposited, or the type of check is not permitted), we will attempt to contact you.

Availability of Mobile Deposit: Mobile Deposit is generally available 7 days a week, 24 hours a day. At certain times Mobile Deposit may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software, or circumstances beyond our control. If you are not able to use Mobile Deposit to make deposits you may physically mail or deliver your deposits to the Bank through our branches or through certain of our ATMs. Deposit of original Checks at a branch of the Bank or an ATM shall be governed by the terms and conditions contained in your Bank Account Agreement and not by the terms of this Agreement. The Bank is not responsible for providing an alternate method of remote deposit if Mobile Deposit is not available.

Funds Availability: The funds for the Checks that you deposit through Mobile Deposit may not be immediately available to you. The funds will be available to you no later than the seventh business day after the business date of the deposit if a hold is placed. Notification of the hold will be sent to you via e-mail. In order to determine the availability of your funds, you will need to determine the date and time that the Checks and all required data and information are received by the Bank. You understand and agree that we shall not be deemed to have received a Check deposit through Mobile Deposit until we notify you via onscreen messaging and/or e-mail that we received the Check deposit. You understand and agree that, for purposes of deposits made using Mobile Deposit, the place of deposit is Franklin, NH.

The deposit cut-off time for Mobile Deposit is 5:00 PM Eastern Standard Time (ET) Monday through Friday. The Bank reserves the right to change the cut-off time in its sole discretion. Such change shall be effective immediately and may be implemented before you receive notice of the change. You may contact us at any time to verify our current cut-off time.

If you complete the scanning and transmission process and receive your deposit receipt, Checks that you deposit before the cut-off time on our business days will be considered as received that same business day. Checks that are received by us through Mobile Deposit after the cut-off time on a business day, or on any day that is not a business day, will be considered as received by us on the next business day. For purposes of determining when a deposit is received, the Bank's records shall be determinative. (A business day is considered Monday through Friday and does not include Saturdays, Sundays, or Federal legal holidays.)

Storage, Security, and Destruction of Original Checks: You agree that once a Check has been deposited through Mobile Deposit, the original Check is your property and not the property of the Bank. You shall securely store the original Check for a reasonable period, not to exceed sixty (60) days, after you receive a deposit receipt through Mobile Deposit that the Check has been accepted. While the original Check is in your possession, you agree to use a high degree of care to safeguard the original Check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original Check or unauthorized use of the information on the Check or in the file. You shall take appropriate security measures to ensure that:

a)only authorized persons shall have access to the original Check;

b)the information contained on the Check shall not be disclosed to unauthorized persons; and

c)the original Check will not be duplicated, will not be scanned more than one time, and will not be presented, deposited or negotiated again in any way.

Upon request by the Bank you will promptly provide to the Bank a retained original Check, or a sufficient copy of the front and back of the Check in form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes.

After the sixty (60) day retention period expires, you shall destroy the original Check by shredding it or by any other permanent deletion manner that does not allow the original Check to be accessed by an unauthorized person(s) and in a manner that the original Check is no longer readable or capable of being reconstructed. After destruction of an original Check, the image will be the sole evidence of the original Check.

You agree to be responsible to us for any losses, costs, expenses, and damages we may incur as a result of your failure to comply with the provisions of this Section.

Prohibition Against Presenting Checks More than Once: Once you have used Mobile Deposit to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through Mobile or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check.

You agree that we may debit from your Bank account the aggregate amount of any Checks that are deposited more than once. To the extent the funds in your account are insufficient to cover such amount; we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

Compliance with Law; Prohibited Activities: You agree to use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You are prohibited from engaging in, and you represent and warrant to the Bank, that you do not and shall not engage in, any business or activity that:

a)would result in your being or becoming a money service business that regularly cashes third party checks, sells money orders, or handles wire transfers or other financial services for third parties;

b)would result in your accepting restricted transactions in connection with another person in unlawful Internet gambling;

c)would result in the Bank being used as a conduit for money laundering or other illicit purposes;

d)would directly or indirectly result in any activity or use of Mobile Deposit that may be illegal or fraudulent.

Your Financial Information: The Bank may request financial and other information from you from time to time in order to evaluate the risks of providing Mobile Deposit to you. You agree to promptly provide any such financial and other information we request. You authorize the Bank to review your financial information, including consumer reporting agency reports, before we authorize you to use Mobile Deposit and for as long as you use Mobile Deposit. If you do not provide any requested financial or other information, or if we determine that the credit, security or other risks of continuing to provide Mobile Deposit to you are not acceptable, we may immediately terminate your access to Mobile Deposit without prior notice.

Bank's Duties and Responsibilities: Our duties and responsibilities are limited to those described in this Agreement, your Bank Account Agreement, and any other agreements governing your account(s). We shall exercise reasonable due care in performing our responsibilities under this Agreement. We agree to transmit all the financial data under our control that is required for you to use Mobile Deposit and to act on appropriate instructions that we receive from you in connection with Mobile Deposit. We shall exercise reasonable due care in seeking to preserve the confidentiality of your user ID, password, and/or other code or identifier and to prevent the use of Mobile Deposit by unauthorized persons. We shall not otherwise be liable or responsible for any loss you incur or damage you suffer as a result of any unauthorized person accessing or using Mobile Deposit. You agree that implementation by us of our standard procedures for maintaining the confidentiality of customer information, and where practicable, our obtaining similar undertakings from any third parties who are engaged in installing, maintaining, or operating Mobile Deposit, shall constitute fulfillment of our obligation to exercise reasonable due care. You assume full responsibility for the consequences of any misuse or unauthorized use or access to Mobile Deposit or disclosure of any of your confidential information or instructions by your employees, agents, or other third parties.

We shall not be responsible for suspension of performance of all or any of our duties or responsibilities under this Agreement if at any time, or from time to time, such performance is prevented or hindered by, or is in conflict with, any federal or state law, regulation or rule, or court order. We shall not be responsible or liable for any loss you incur or damage you suffer in the event of any failure or interruption of Mobile Deposit or any part of Mobile Deposit, resulting from the act or omission of any third party, or from any other cause or circumstance not reasonably within our control.

Your Representation and Warranties: In addition to your representations and warranties contained in other provisions of this Agreement, you represent and warrant that:

a)Each image of a Check you transmit to us 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.

b)You are authorized to enforce each Check you transmit for deposit or are authorized to obtain payment for each Check on behalf of a person entitled to enforce such transmitted Check.

c)You are solely responsible for any and all financial risk that may be associated with your use of Mobile Deposit including without limitation the risk that a Check will be returned for insufficient funds.

d)You are solely responsible for the instructions you provide to the Bank and for failing to properly access or use Mobile Deposit, including without limitation input errors.

e)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.

f)You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

If you breach any of these representations and warranties, you agree to indemnify, defend and hold the Bank, its shareholders, parents, subsidiaries, affiliates, officers, directors, employees, agents, and its and their successors, heirs and assigns harmless from and against any and all liability, damages, or losses arising from any claims, suits or demands from third parties with respect to such breach. You further authorize the Bank to debit your account for the amount of any such claim, suit or demand that results from a breach of warranty claim under the provisions of Check 21, Regulation CC, and/or the Uniform Commercial Code. You will maintain funds in your account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding Checks and your obligations for returns of Checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account(s), we may charge such excess against any of your other accounts at the Bank and you will pay us any amount remaining unpaid immediately upon our demand.

Your Authentication Method: You agree that we are entitled to act upon instructions we receive with respect to Mobile Deposit under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement.

You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method.

By accessing Mobile Deposit with your Authentication Method, you authorize us to complete the requested transaction(s) through Mobile Deposit. Any requests or instructions we receive from you through Mobile Deposit using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through Mobile Deposit using your Authentication Method.

Mobile Deposit Security; Data Security: You understand that Check images captured using your mobile device are stored on the mobile device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

It is your responsibility to notify us immediately by telephone at 1.800.372.4445 with written confirmation 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 receipt until the time of destruction.

You agree to protect the confidentiality of your account and account number, your data, and your personal identification information. Notwithstanding our efforts to ensure that Mobile Deposit is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Mobile Deposit or e-mail transmitted to and from us, will not be monitored or read by others.

Proprietary Rights: You acknowledge and agree that the Bank and its service providers retain all ownership and proprietary rights in and to Mobile Deposit, associated content, technology and website(s). You are permitted to use Mobile Deposit only as expressly authorized by this Agreement. In addition, you agree that you will not:

a)modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or

Service;

b)copy or reproduce all or any part of the technology or Mobile Deposit; or

c)Interfere or attempt to interfere, with the technology or Mobile Deposit.

Disclaimer of Warranties: YOU AGREE THAT YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD-PARTY SERVICE PROVIDERS) 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 REMOTE 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 REMOTE 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 REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL OF THE FOREGOING RISKS. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR MOBILE DEPOSIT.

Limitation of Liability: The Bank shall not be liable to you for any damages or losses that you may suffer or incur in connection with Mobile Deposit, including, without limitation, any failure to provide, or delay in providing, access to Mobile Deposit, except:

a)as specifically stated in this Agreement;

b)to the extent such damages or losses are solely and proximately caused by our gross negligence or willful misconduct.

Without limiting the foregoing, we shall not be liable to you for any of the following:

a)any damages, losses, costs or other consequences caused by our actions that are based on information or instructions you provide;

b)any unauthorized actions initiated or caused by you or your employees, agents or representatives;

c)any refusal of a payor financial institution to pay a Check for any reason (other than that caused by our gross negligence or willful misconduct), including without limitation, that the Check was unauthorized, counterfeit, altered, or had a forged signature;

d)your or any other parties' inability to transmit or receive data;

e)if you do not comply with your representations or warranties in this Agreement. Our liability for errors or omissions with respect to the data transmitted or printed by us in connection with this Agreement will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing the Checks to the payor financial institution.

The limitations of liability and remedies in this Section are in addition to, and not in lieu of, other limitations or remedies contained elsewhere in this Agreement.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR ANY BANK ACCOUNT AGREEMENT OR ACCOUNTDISCLOSURES TO THE CONTRARY, YOU AGREE THAT IN NO EVENT WILL THE BANK OR ANY THIRD-PARTY SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARYDAMAGES OR LOSSES, 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, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE OR ANY THIRD-PARTY SERVICE PROVIDER HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE PROVIDED BY LAW. YOU ACKNOWLEDGE THAT, IN PROVIDING MOBILE DEPOSIT, THE BANK MAY UTILIZE AND RELY UPON CERTAIN THIRD PARTY SERVICE PROVIDERS TO PROVIDE SERVICES TO THE BANK. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR RIGHTS UNDER THIS AGREEMENT SHALL BE SOLELY AND EXCLUSIVELY AGAINST THE BANK, AND YOU SHALL HAVE NO RIGHT OR RECOURSE AGAINST ANY THIRD-PARTY SERVICE PROVIDER HEREUNDER WHATSOEVER, AND YOU HEREBY WAIVE ANY AND ALL SUCH RIGHTS OR RECOURSE, DIRECTLY OR INDIRECTLY, AGAINST ANY THIRD-PARTY SERVICE PROVIDER.

Your Indemnification Obligation: You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and other legal expenses arising from your use of Mobile Deposit and/or breach 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, including but not limited to Fiserv ("mobiliti") and Fiserv Software, LLC ("Fiserv"), and hold harmless Fiserv, its parents, subsidiaries, affiliates, directors, officers, shareholders, employees and agents, as well as Fiserv, its parents, subsidiaries, affiliates, directors, officers, shareholders, employees, and agents, from and 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 attorneys' fees and other legal expenses, arising from such claims, to the extent any such claim is related to the Bank or your use of Mobile Deposit, or Fiserv applications, unless

such claim directly results from an action or omission made by Fiserv in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

Waivers: The Bank will not be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of the Bank. No delay, extension of time, compromise, or other indulgence that may occur or be granted from time to time by the Bank under this Agreement will impair our rights or powers under this Agreement.

Amendment: We reserve the right to modify Mobile Deposit from time to time without prior notice to you. However, we will mail or deliver a written notice to you at least twenty-one (21) days in advance of the effective date of any additional or increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers, or stricter limits on the type, amount or frequency of transactions. In addition, if an immediate change is necessary to maintain the security of the system and it can be disclosed without jeopardizing the security of the system, we will provide you with written notice within thirty (30) days after such change. In most cases you will receive the notice online through Mobile Deposit; however, the Bank reserves the right to notify you by e-mail or by U.S. Postal Service mail, in its discretion. You may decline a change by notifying us prior to the change's effective date to discontinue Mobile Deposit. If you do not accept and agree to the change, you will not be entitled to use Mobile Deposit.

However, if you do not terminate your Mobile Deposit and you use it on or after the effective date of the change(s), you will be deemed to have accepted and agreed to the change(s), and they and the Agreement, as amended, will become legally binding upon you.

Notices: All notices from the Bank to you shall be in writing and shall be made either via e-mail, U.S. Postal Service mail or messages delivered through Mobile Deposit, at our discretion. Any written notice that we give to you will be effective when it is deposited in the U. S. mail or delivered to you to the e-mail address in our records or posted for you online through Mobile Deposit. If your Account is a joint or multiple party account, notice from us to any one of you is notice to all of you.

For Mobile Deposit, correspondence from Franklin Savings will be in the form of an e-mail. You are required to provide the Bank with a valid e-mail address at all times. You can update this information at any time by logging into Online Banking, clicking on "I want to change my options", and updating the e-mail address section. In addition, we do recommend that you also

contact us at 1.800.372.4445 to ensure that your e-mail is updated appropriately on our end. Should an e-mail be returned to the bank as undeliverable, we will attempt to contact you through text message to the mobile phone number on file. If we are unable to reach you by either of these methods, Franklin Savings Bank reserves the right to terminate your use of Mobile Banking, Mobile Deposit, Online Banking, and Bill Pay.

Unless otherwise provided in this Agreement, any notice from you to the Bank must be in writing. Any written notice that you give us will be effective when it is actually received by us, provided we have reasonable opportunity to act on it. You may notify us by emailing us at mybanker@fsbnh.bank, or writing to Franklin Savings Bank, Attn: Electronic Services Dept., PO Box 339, Franklin, NH 03235-0339 or telephoning us at 1.800.372.4445.

Assignment: You may not assign any of your rights, duties and obligations under this Agreement. We may assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors, service providers, or other third parties.

Governing Law: This Agreement is governed by, and is subject to, the laws of the State of New Hampshire, without regard to its choice or conflicts of law's provisions.

Severability: If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired.

Entire Agreement: The terms of your Bank Account Agreement and all other agreements you have with the Bank pertaining to your account(s) are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements, the provisions of this Agreement shall control to the extent necessary. You agree that the most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us.

Any prior or contemporaneous agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to Mobile Deposit which conflict with the provisions in this Agreement are superseded by this Agreement.