

## **Terms and Conditions: United Savings Bank**

Thank you for using **United 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 any time. In case of questions please contact customer service at 215-467-4300 or visit [www.unitedsavingsbank.com](http://www.unitedsavingsbank.com).

### United Savings Bank Privacy Policy

#### Terms and Conditions:

- Program: **United 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 on-going. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.
- Questions: You can contact us 215-467-4300, 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, MetroPCS

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 United Savings Bank or any service provider.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, United 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"). United 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. United 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 United 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 United 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 United 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.

**Description of Mobile Banking Services:** You may use Mobile Banking to check the balance of your Accounts, view Account Histories, and transfer funds between your Accounts. If you have enrolled in Bill Pay through the Online Banking section on the homepage, [www.unitedsavingsbank.com](http://www.unitedsavingsbank.com), you may use Mobile Banking to initiate a one-time payment to an established payee, view, change or cancel pending payments, or initiate Popmoney transactions. You may also deposit checks using a Smartphone or other mobile device (not available to Blackberry devices) provided the image is acceptable to us by (1) creating an electronic image of the front and back of certain paper items, and (2) transmitting those images and other information, including without limitation information captured from the magnetic ink character recognition line, to us for review and processing in accordance with this Addendum. "Electronic Item" means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing, we will:

1. Include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
2. Present or post any Electronic Item for which we are the Paying Bank; and
3. Approve the item for posting the deposit to the selected Checking or Money Market Account.

**Qualification:** In order to enroll for the Mobile Banking service, you must first enroll in Online Banking. You must also be the owner of a United Savings Bank account that is eligible for Mobile Banking, and be approved by United Savings Bank.

**Conditions to Providing Mobile Banking:** As conditions to us providing Mobile Banking, you must maintain your account(s) in good standing, as described in the respective Truth in Savings Disclosure given to you at account opening. You must comply with such limitations of and restrictions on the use of the Mobile Banking service as described in these Terms & Conditions, and as we may communicate to you from time to time.

**Security:** You are responsible for maintaining control over the proper use of the Mobile Banking service, for maintaining appropriate security and controls over your Smartphone, as well as ensuring the confidentiality of your password (Security Credentials) for use with the Mobile Banking service. No person employed by United Savings Bank shall have access to any Security Credentials you have been assigned and or created. From time to time, we may require you to adopt and/or implement additional security measures and authentication procedures, as specified by us, in order to maintain the security and integrity of the Mobile Banking service. It is your responsibility to keep all paper item(s) check(s) in a secure area for 14 days after the funds are posted to your account and destroy the check in a secure manner after the 14<sup>th</sup> day.

**Deposits and Availability of Funds:** Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit via the Mobile Check Deposit Service to your Account on the Business Day that we process the Electronic Item, provided that its transmission to us is prior to 3:00 PM EST and that we have confirmed your transmission. Funds from deposited Electronic Items will be available for withdrawal,

transfer, or payment on the third (3rd) Business Day after the day we received/confirmed your deposit transmission and it has been approved for processing.

**Creating and Transmitting Electronic Items:** Only checks drawn on a bank located in the United States that are made payable to you, and are endorsed by you, may be deposited through the Mobile Check Deposit Service. The following items may not be deposited through the Mobile Check Deposit Service: checks payable to others or made payable to a business, traveler's checks, money orders, savings bonds, foreign checks, substitute checks, returned checks, postdated or stale dated checks (more than 6 months old). Checks eligible for deposit through the Mobile Check Deposit Service must be endorsed as follows: Endorse the check as shown on the "Pay to the Order of" line and below your signature add "For United Savings Bank Mobile Deposit Only" followed by your account number. You shall only use Smartphones or other access devices acceptable to us to create electronic images of checks you wish to deposit to your Account through the Mobile Deposit Service, and to transmit the Electronic Item(s) to us.

**Limitations on Amount:** Checks converted to Electronic Items and deposited through the Mobile Check Deposit Service may not exceed \$1,500. Your total deposits per business day may not exceed \$1,500. The Bank reserves the right to establish different limits for Mobile Deposit transactions at any time on a global or exception basis.

**Processing Your Electronic Item(s):** Your Electronic Item(s) is deemed to have been received by the Bank when you receive the "Deposit Pending" screen on your mobile device. If you transmit your Electronic Item(s) to the Bank before the cut-off time of 3:00 p.m. EST ("Cut-Off Time") on any Business Day the Bank is open we shall review and process your Electronic Item(s) on that day. If you transmit your Electronic Item(s) to us after 3:00 pm EST on any Business Day or on a non-business day, we shall review and process your Electronic Item(s) on the following Business Day.

**Exception Items:** We will use commercially reasonable efforts to review Electronic Item(s) transmitted by you through the Mobile Check Deposit Service for deposit to your Account(s). Electronic Item(s) determined in our sole discretion, to be ineligible for the Mobile Check Deposit Service will be rejected and not processed by us ("Exception Item(s)"). Examples of Exception Items include, but are not limited to, an Electronic Item that (1) is an item not eligible for processing through the Mobile Check Deposit Service, (2) is illegible or contains MICR data that is not machine-readable, or (3) was previously processed as an Electronic Item. We will notify you if an Electronic Item is deemed to be an Exception Item via Email with a requested Read Receipt attached. Additionally a representative of United Savings Bank will attempt to make contact with you by phone using the phone number on file at United Savings Bank. If we are unable to reach you by phone and are able to leave a message we will do so.

In certain circumstances, you may wish to attempt to deposit an Exception Item to your Account. To do so, you will be required to present the original Paper Item on which the Exception Item is based to one of our branch employees. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item, the Electronic Item may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to us as noted in the Warranties paragraph that follows.

**Fees:** The Mobile Banking service is provided at no charge to you. We may, upon at least thirty (30) days prior notice to you, to the extent required by applicable law, charge a service fee for use of Mobile Banking. If you continue to use the Mobile Banking Service after the service fee becomes effective; you agree to pay the service fee that has been disclosed to you and put into effect. We reserve the right to amend such service fee from time to time and/or to only apply the service fee to: (1) Select Account Types; and/or (2) Mobile Banking; and/or (3) Mobile Bill Pay only; and/or (4) Mobile Check Deposits. If and when implemented, all service fee(s) will be charged to your primary checking or savings account ("Primary Account"). If your Primary Account is closed, or if it does not have sufficient available funds to cover the service fee(s), you authorize us to charge any such fee(s) to any other deposit account you maintain with us. Your mobile service provider may charge for sending or receiving text messages and images on your Smartphone or other access device. These charges are solely your responsibility. Check with your mobile service provider for details on specific fees and charges that may apply.

**Inactivity:** In order to maintain access to Mobile Banking you must login to Mobile Banking or Online Banking as least once in the past six-months. For security reasons your Online Banking and Mobile Banking accounts will become inactive if you have not logged into either within the past six-months. In

these situations scheduled transfers will not occur, eAlerts will cease being sent and if applicable, access to your eStatements and Bill Payment will terminate.

**Messaging and Data Charges:** By participating in the Services or using the Software you agree that the Services or Software may require the use of your handheld device's data and text messaging capabilities and that standard data and text messaging charges apply in accordance with your Service Agreement with your Mobile Service Provider. You agree that United Savings Bank is not responsible for any charges you may incur while using the Services and Software provided as part of this agreement.

**"Smartphones" and Other Web Enabled Devices:** You acknowledge that Smartphones and other Web Enabled Devices are subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on such devices.

Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your account(s). The information contained within Mobile Banking and any related software is for informational purposes only. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Mobile Banking. Additionally, not all of the products, services or functionality described on the online banking site(s) or your online banking agreement is available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service or functionality at any time.

Information available via Mobile Banking, including balance, transfer and payment information may differ from the information that is available directly through the Online Banking site without the use of a mobile device. Information available directly through online banking without the use of a mobile device may not be available via Mobile Banking, may be described using different terminology (including capitalized terms used in the Agreement or on our online banking site(s)), or may be more current than the information available via Mobile Banking, including but not limited to account balance information. The method of entering instructions via Mobile Banking may also differ from the method of entering instructions directly through the Online Banking without the use of a mobile device.

Processing of payment and transfer instructions may take longer through Mobile Banking. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the Mobile Banking.

Additionally, you agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through Mobile Banking, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. Any losses or charges incurred through loss of mobile device or the safeguarding or failure to safeguard passwords will remain your responsibility. The Bank reserves the right to change these Terms and Conditions at any time. When material changes are made, we will notify you. You are solely responsible for providing updated addresses as necessary. Revised Terms and Conditions shall become effective at the earliest date allowed by applicable law or regulation. In the event of any conflict between the Mobile Banking Terms and Conditions and other terms and conditions related to your account(s) to which Mobile Banking and any related software may be applicable, the Terms and Conditions of Mobile Banking will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict. Continued use of Mobile Banking and any related Software constitutes your agreement with and acceptance of this Agreement, as well as any future changes to these Terms and Conditions.

**Your Warranties:** You represent and warrant to United Savings Bank that: FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO MAKE A BILL PAYMENT FROM YOUR ACCOUNTS OR TO ACCESS THE MOBILE BANKING

SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT THROUGH MOBILE CHECK DEPOSIT . ALL USES OF THE MOBILE BANKING SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (1) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE MOBILE BANKING SERVICE, (2) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT WE PROVIDE TO YOU WITH RESPECT TO THE MOBILE BANKING SERVICE, AND (3) USE UTMOST CAUTION IN PROTECTING YOUR ACCESS DEVICE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY UNITED SAVINGS BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE MOBILE BANKING SERVICE OR YOUR SECURITY CREDENTIALS.

In addition, you represent and warrant that you will only process and/or store Paper Items, Electronic Items, and Exception Items in accordance with the provisions enumerated above and specifically but not limited to as follows: You will use the Mobile Check Deposit Service only for Paper Items that are payable to, and endorsed by, you. You will endorse checks eligible for deposit through the Mobile Check Deposit Service as follows: Endorse the check as shown on the "Pay to the Order of" line and below your signature add "For United Savings Bank Mobile Deposit Only" followed by your account number. You will maintain control over and be responsible for secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original Paper Item(s) for a minimum of fourteen (14) calendar days. You will retain and store the original Paper Item(s) in a secure and locked container. If the original Paper Item is required for any reason during this 14 day period and you are unable to provide it to the Bank your deposit will be reversed from your account. You will not submit any duplicate Electronic Items to us; and When registering for Mobile Check Deposit you are at least 18 years of age.

**Exclusion of Warranties:** The customer has requested that United Savings Bank allow customer to access customer's accounts remotely by mobile phone utilizing the internet. Except as otherwise expressly stated in these Terms and Conditions or in the Agreement for Internet Banking, United Savings Bank makes no representation or warranty, either express, implied or statutory, concerning the Services including that any Software application provided by United Savings Bank to facilitate mobile banking by customer through customer's mobile phone number will operate uninterrupted or error free. The customer expressly confirms acceptance and use of any Software application "as is" and without warranty of any character whatsoever, and customer assumes all risk of loss resulting from conducting mobile banking. Customer is exclusively responsible for providing mobile phone service compatible with the Services and any Software application provided by United Savings Bank for the Services to be provided.

**No Liability and Hold Harmless:** United Savings Bank will use commercially reasonable efforts and ordinary care to provide the customer with access to the Services in accordance with these Terms and Conditions. In no event, however, shall United Savings Bank be liable for its failure to provide access to mobile banking services or for customer's failure to receive message service whether either as a result of an error in or interruption of any Software application or as a result of any failure or interruption of customer's mobile phone service or equipment. Without limiting the generality of the foregoing, United Savings Bank shall not be liable to the customer for delays or errors occurring by reason of circumstances beyond the control of United Savings Bank, including without limitation, the failure of communication networks and interference with or interruption of internet access or service, the failure of equipment, or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood or other catastrophes, acts of God, insurrection, war, riots, failure of transportation, failure of vendors, communication or power supply, or malfunction of or unavoidable difficulties with its equipment. United Savings Bank will not be liable for consequential, incidental, special or, exemplary damages or lost profits, even if the customer advises United Savings Bank of the possibility of such damages. Customer acknowledges and agrees that customer is solely responsible for protecting the confidentiality and security of customer's username and password, both of which are required in order to access banking information through mobile and internet banking. Customer further acknowledges having been informed that the bluetooth application on customer's mobile phone equipment must be turned off when accessing mobile banking in order to protect the privacy of the User Information. Customer assumes and accepts all responsibility for the accuracy of all transactions performed or undertaken utilizing the Services made available by United Savings Bank

at customer's request. Customer shall hold United Savings Bank harmless from and against any liability of any character attributable to customer's use of the Services.

**Termination:** You or we may terminate the Mobile Banking service at any time.

**Entire Agreement; Conflicting Terms:** This Addendum forms part of and is incorporated by reference into the Online Banking Agreement and Disclosure and the Terms and Conditions of the Bill Payment Service agreements. Except as amended by this Addendum, the Online Banking Agreement and Disclosure and the Terms and Conditions of the Bill Payment Service agreements remain in full force and effect. In the event of any conflict between this Addendum and the Online Banking Agreement and Disclosure and the Terms and Conditions of the Bill Payment Service Agreements; this Addendum shall govern with respect to the Mobile Banking Service.

**Deposit Checks:** We can accept checks payable to you, drawn on a U.S. bank. We can't accept checks payable to others or made payable to a business, traveler's checks, money orders, savings bonds, foreign checks, substitute checks, returned checks, postdated or stale dated checks (more than 6 months old).

**Limits:** You may deposit up to \$1,500.00 a day. **Lower limits may apply for newer accounts.**

**Endorsement:** Endorse the check as shown on the "Pay to the Order of" line and below your signature add "For United Savings Bank Mobile Deposit Only" followed by your account number. All deposits are subject to verification and can be adjusted upon review.

**Availability:** Deposits made by 3:00 pm EST on a business day will post to your account on that business day and will usually be available within the next three business days. Deposits made after 3:00 PM EST and those made on non-business days will post to your account on the following business day and will usually be available within the next three business days.

**Please note:** All deposits are subject to verification and can be adjusted upon review. Please keep your paper check in a secure area for 14 days after the funds are posted to your account. After this 14 day period destroy the check in a secure manner. We reserve the right to deny access to the use of our Remote Mobile Service without prior notice if it is unable to confirm your authority to access the Remote Mobile Service or we believe such action.