

Mobile Banking Terms and Conditions: The Andover Bank

Thank you for using **The Andover Bank** Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply.** For help, text "**HELP**" to 31727. To cancel, text "**STOP**" to 31727 at any time. In case of questions please contact customer service at (440) 293-7605 or toll free at (844)259-5473, or visit www.andoverbankohio.com .

Terms and Conditions:

- Program: **The Andover 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 (440) 293-7605 or toll free at (844)259-5473, or send a text message with the word "**HELP**" to this number: 31727. 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: 31727. 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 The Andover Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, The Andover Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). The Andover Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Andover Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by The Andover Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of The Andover 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 The Andover 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 http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

1. MOBILE DEPOSIT SERVICE.

Your use of THE ANDOVER BANK Mobile Deposit Service ("Mobile Deposit Service") is governed by the terms of this Agreement. By completing the registration process you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that messages displayed on your Mobile Device will be the primary means of communication for the Mobile Deposit Service. You agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

(a) **Mobile Deposit Service Description.** The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your Accounts from home, office, or other remote locations (individually a "Mobile Deposit"; collectively "Mobile Deposits") by taking photos of the front and back of original checks and transmitting the digital images ("Images") and associated deposit information to us or our processor with your Mobile Device.

(b) **Limits.** We may establish daily limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Bank (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limits may be obtained by contacting the Bank. The Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

(c) **Business Days.** "Business Days" are Monday – Friday 8 a.m. to 5 p.m. Eastern Time, excluding holidays that the Bank is closed.

(d) **Provisional Credit and Funds Availability.** After acceptance of the Mobile Deposit, the Bank shall process the Mobile Deposit along with other transactions received prior to the Cut-Off Time, defined below, by the Bank and grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that the credit is made to your Account subject to final payment of the Check Image and subject to the terms of the Deposit Account Agreement. For the purpose of determining availability of funds, the Bank may hold funds for the period of time permitted by the Bank's Funds Availability Disclosure. Mobile Deposit funds for Mobile Deposits made before the Cut-Off Time are available in accordance with our Funds Availability Disclosure contained in the Deposit Account Agreement.

(e) **Checks Deposited and Security Interest.** You hereby agree that you will only scan and deposit a check(s) as the term check is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the Image of the check that is transmitted to the Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are prohibited by the Bank's then current procedures pertaining to the Mobile Deposit Service ("Procedures") or are in violation of any law, rule or regulation, (c) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without the Bank's prior written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (f) are U.S. Treasury checks, (g) are checks issued by an insurance company, and (h) are not acceptable to the Bank for deposit into a deposit account as provided in the Deposit Account Agreement (Checks described in clauses (a) through (h) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) the Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained the Bank's written consent to do so, you provide the Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) the Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant the Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to the Bank under this Agreement. This security interest will survive termination of this Agreement.

(f) **Requirements.** Each Image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the Check and include your signature as well as "For Mobile Deposit Only" to the account of ___ and the date ___. You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

(g) **Receipt of Deposit.** All Images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Deposit Account Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and approved by the Bank on or before the cut-off time established by the Bank from time to time (the "Cut-Off Time") on a Business Day that the Bank is open. A Mobile Deposit that is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by the Bank. When we receive an Image, we will confirm that you have submitted the Image via a message displayed on your Mobile Device. The message will advise you that we have either accepted or your Mobile Deposit is pending or that your Mobile Deposit failed. You agree that the Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. It is your responsibility to check notifications from the Bank for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that the Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and the Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by the Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

(h) **Original Checks.** After you have received confirmation that your Mobile Deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of fourteen (14) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time, and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based item being unprocessable and all sensitive personal and financial information undecipherable. You hereby indemnify the Bank for, and hold the Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.

(i) **Contingency Plan.** You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to the Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by the Bank until such time that the outage,

interruption or failure is identified and resolved. You hereby acknowledge and agree that the Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

(j) **Returned Deposits.** If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either possess the original Check or have destroyed it in accordance with the original Check provisions in this Agreement, the original Check will not be returned, and the Bank may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by the Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

(k) **Your Warranties.** You make the following warranties and representations with respect to each Image submitted for Mobile Deposit:

a. **Checks Deposited.** Each Image transmitted by you to the Bank is in accord with and complies with the terms, conditions and procedures of this Agreement, the Procedures and the Deposit Account Agreement;

b. **Image Quality.** Each Image transmitted by you to the Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;

c. **Accuracy of Information.** All data and other information submitted by you to the Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;

d. **No Duplicates.** Each Image submitted to the Bank complies with your agreement not to: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image to the Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Check from which the Image was created or a duplication (whether paper or electronic, including ACH entries) of such Check;

e. **No Loss.** No subsequent transferees of the Check or Checks, including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

f. **Information.** All information provided by you to the Bank is true, complete and accurate in all respects;

g. **Authority and Legality.** (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;

h. **No Litigation.** There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.

i. Transactions. Each Image submitted to the Bank and related transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.

j. Compliance. Each Image submitted to the Bank is in compliance with this Agreement, the Procedures, and the Rules.

Indemnity. You will honor your agreement to and will indemnify the Bank for, and hold the Bank harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of your warranties, representations and/or obligations under this Agreement or any other agreement between you and the Bank, including, but not limited to, the Deposit Account Agreement, and the terms of this paragraph shall survive the termination of this Agreement.

SMS stands for Short Message Service