

Business Online and Mobile Banking Terms and Conditions

The Business Online and Mobile Banking Terms and Conditions are by and between Savers Bank (the "Bank"), and the corporation, partnership, sole proprietorship or other commercial entity having its principal place of business in the continental United States (the "Customer") that has applied for, has been accepted to use and accesses or uses any of the electronic banking services that the Bank makes available online over the internet.

You and we agree as follows:

1. Definitions.

"Account Agreement" means any and all agreements between you and us which govern your Accounts (as defined below) and which was provided to you when you opened your Accounts or any other documents governing your Accounts, each as amended from time to time.

"Accounts" means any checking, regular statement savings, market rate deposit, certificate of deposit, investment or commercial loan account you maintain with us for business or commercial purposes which are designated by you for use with the Services. You agree that all Accounts must be held only for business or commercial purposes and neither an Individual Retirement Account nor any other retirement account may be designated as an Account.

"Alerts" are electronic notices from us that contain transactional and security information about your Savers Bank account(s).

"Applicable Law" shall mean the laws of the United States, any the laws of the State where the main office of Bank is located (as determined under the National Bank Act), including without limitation, the Uniform Commercial Code, the operating circulars of the Federal Reserve System, National Automated Clearing House Association rules and any other rules of any money transfer systems used by us and any of the depository institutions necessary to perform the Services, including executing your Payment Orders, each as in effect from time to time.

"Bank Contact" Savers Bank, 270 Main Street, Southbridge, MA, 01550. Contact phone number 800-649-3036 or email to emanager@saversbank.com

"Business Day" means Monday through Friday, excluding Saturday, Sunday and federal or state holidays.

"Passwords" means collectively all security, identification and authentication mechanisms, including without limitation security codes, PINS, electronic identities or signatures, encryption keys and/or individual passwords.

"Payment" means a transfer of funds from an Account.

"Primary Account" means a checking account you maintain with us for business or commercial purposes which you designate as your Primary Account for use with the Services.

"Service" means any of the electronic banking services that Bank makes available online over the Internet or through mobile banking.

"User ID" means the electronic identification, in letters and numerals, assigned to a Customer by the Bank.

"We," "our" and "us" mean the Bank and any third-party service provider that it, in its sole discretion, involves in the provision of any of the Services.

"You" and "your" mean the Customer.

2. General. This Agreement describes the terms and conditions under which we will provide you with access to and use of the Services, the features of which are discussed more fully in this Agreement.

3. Your Certification. By applying for, accessing or using the Services, you certify that this Agreement has been duly adopted by you in conformity with applicable law and your organizational and governing instruments and that no action contemplated by this Agreement will contravene any such law or instrument. You further certify that no further approval by you or any third party is required to authorize this Agreement or any action taken under this Agreement, and that this Agreement is your valid and legally binding obligation, enforceable against you in accordance with its terms.

4. Services Description. By accessing the Services with a password, you can perform any or all of the Services described for which you have registered and that we have approved for your use. We may introduce new features to these services in the future and will notify you of their availability.

(a) Bill Payment. If the Company selects the bill payment service through Savers Bank, it agrees as follows: By selecting the Bill Payment service, the Company authorizes Savers Bank to post payment transactions generated through the Internet from the Bill Payment service to the account(s) indicated on this Terms and Conditions. The Company and the individual's designated herein are in control of these account(s). If at any time the Company decides to discontinue this service, it shall provide written notification to Savers Bank. The use of the Bill Payment service signifies acceptance by the Company of all the terms and conditions of the Bill Payment service. The Company understands that payments may take up to five (5) Business Days to reach the vendor and that payment will be sent either electronically or by check. Savers Bank is not liable for any service fees or late charges imposed by the vendor or any third parties. The Company also understands that it is responsible for any loss or penalty that may be incurred due to a lack of sufficient available funds or other conditions that may prevent the withdrawal of funds from the designated account(s).

In addition to the Services as described, your use of the Services may also be affected by the following additional terms and conditions:

(b) Stop Payments. Stop payments of checks are subject to the terms and conditions of the Business Deposit Account Agreement. If you have any questions about any Service, you can call us at the Bank Contact number (as defined in Section 1 above) between 9:00 a.m. to 4:00 p.m., EST, on any Business Day, or send an e-mail to us at the address specified in the Business Internet Contact Address.

5. Hours of Access. You generally may access the Services 24 hours a day, seven days a week. However, you may not be able to access the Services during any special or other scheduled maintenance periods or interruption or delay due to causes beyond our control. These hours of access are subject to change without notice.

6. Computer Requirements. You will need to provide at your own expense, a computer, all software and necessary telephone lines, Internet or other connections and equipment needed to access the Services (collectively, the "Computer") and an electronic mail address ("e-mail"). Your Internet or other web browser software must support a minimum 256-bit SSL encryption or other security measures as the Bank may specify from time to time. Your browser must be one that is certified and supported by the Bank for optimal performance. You are responsible for the installation, maintenance and operation of the Computer and all related charges. You are responsible for installing and maintaining appropriate virus protection software on your Computer. We are not responsible for any errors or failures caused by any malfunction of the Computer or any Computer virus or related problems that may be associated with access to or use of the Services or the Computer. We also are not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

7. Passwords; Security Procedure. Upon successful enrollment in the Services, you can access the Services from our web site located at www.saversbank.com or any web site that we may designate from time to time, using the User ID and collective Password. We will provide an initial individual password in order to gain access to the Services. The minimum frequency of required individual password changes is governed by the Bank's policies and procedures, as may be amended in its sole discretion from time to time.

You accept as your sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, the Passwords. You agree to take reasonable precautions to safeguard the Passwords and keep them confidential. You agree not to reveal the Passwords to any unauthorized person. You further agree to notify us immediately if you believe that the confidentiality of the Password has been compromised in any manner. The Passwords, which include the Enhanced Login Security, identify and authenticate you to us when you access or use the Services. You authorize us to rely on the Passwords to identify you when you access or use any of the Services, and as signature authorization for any Payment, transfer or other Service. You acknowledge and agree that we are authorized to act on any and all communications or instructions received using the Passwords, regardless of whether the communications or instructions are authorized. We own the Passwords, and you may not transfer them to any other person or entity. You must discontinue use of the Passwords on our demand and on termination of this Agreement. If this Agreement is terminated, the Passwords will be deactivated and may not be used to access the Services.

You acknowledge and agree that the Passwords and the other security procedures, including but not limited to the Enhanced Login Security, set forth in this document are a commercially reasonable method for the purpose of verifying whether any Payment, transfer or other Service was initiated by you. You agree that any election you may make to change or waive security procedures recommended by the Bank are at your risk and that any loss resulting in whole or in part from such change or waiver will be for your account. You acknowledge that the Bank has given you the option to choose from a number of security procedures. You further acknowledge and agree that the Passwords are not intended to detect any errors relating to or arising out of a Payment, transfer or any other Service.

If you have reason to believe that any Password has been lost, stolen or used (or may be used) or that a Payment, transfer or other Service has been or may be made with any Password without your permission, you must contact the Bank at the Business Internet Banking Contact Address in any such event. In no event will we be liable for any unauthorized transaction that occurs with any Password, which includes Enhanced Login Security.

8. Debiting Your Accounts.

(a) Account Funds. You agree to maintain sufficient available funds in your Accounts in connection with your access to and use of the Services. You agree that we may make a Payment or transfer or perform another Service even if such action causes one or more of your Accounts to be overdrawn. You agree that we may debit any overdraft fees, plus interest at Bank's then current per diem interest rate for overdrafts, a processing fee, and costs of collection from your Primary Account (or any other Account you maintain with us, if necessary). If we are unable to complete a Payment or transfer or to perform any other Service for any reason associated with your Accounts, the Payment, transfer or other Service may not be completed.

(b) General. You authorize us to, and we may in our sole discretion, charge and automatically deduct from your Accounts (or any other commercial deposit account you maintain with us, if necessary) the amount of a Payment transfer or other Service on or after the date you schedule such Payment, transfer or any other Service. You further authorize us to charge and automatically deduct from your Primary Account (or any other Account or commercial deposit account you maintain with us, if necessary) fees and other amounts incurred in connection with the Services.

(c) Miscellaneous Charges. You are responsible for all charges incurred in connecting to the Services, including any sales taxes, fees or similar charges imposed by federal, state or local governments where you are located and conduct your business and all charges incurred in connection with or related to the use of the Computer, such as all telephone charges and charges by an Internet or other service provider providing your Internet connection to the Service.

9. Services Limitations. You may transfer funds immediately between your Accounts. Individual or daily transfers between savings, checking, money market and loan accounts may be made in any amount not exceeding the available balance in the Account from which the transfers are made. Transfers from a Money Market Statement account or Statement Savings account to another account or to third parties by preauthorized, automatic, telephone, check, debit card or similar order are limited to six per month. Transfers from Statement Savings and Money Market Deposit Accounts made through the Services are counted against the permissible number of transfers prescribed by federal law. Please see the Account Agreement for more detail about these transactions. A request to transfer funds between your Accounts may be scheduled for a future date. Future dated transfers may be scheduled as a one-time request or a recurring request based on the instructions entered with the request. Future dated transfers will be initiated on the transmit date requested, not on the date you enter the transaction into the Service. Most future dated transfers will transmit on any day, including holidays, weekends and non-business days; however, loan transfer requests will only transmit on Business Days. Transfers transmitted on a non-business day will not post to your Accounts until the next Business Day. A funds transfer request (whether it is a same-day funds transfer or a future dated transfer) may not result in an immediate transfer of funds or immediate availability because of the time required to process the transaction. A future dated transfer may be cancelled through the Service at any time prior to the transmit date.

The activities you can perform with the Services are further limited by, and are subject to, the terms disclosed in this Agreement and your Account Agreement. You should refer to these agreements for applicable limitations.

Our service providers are not obligated to retain any of your data which is more than thirty (30) days old except as expressly set forth in the Account Agreement or as required by applicable laws, rules and regulations governing the Services.

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

(a) 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.

(b) Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. We strongly recommend that you activate these alerts as they provide important information related to your Service accounts.

(c) Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within Savers Bank Online Banking and Manage Alerts menu within Savers 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. Savers 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; or (c) an email account, 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.

Limitations. Savers 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 Savers Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Savers 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 password 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.

11. Compliance. You and we agree that all Payments, transfers and other Services will be subject to and will comply with the laws of the United States, including without limitation, any applicable federal and state laws and regulations, the operating circulars of the Federal Reserve System, and the operating rules of networks, associations and systems, such as the rules of the National Automated Clearing House Association and any regional automated clearing house that we may use from time to time to provide the Services, each as amended from time

to time. You acknowledge that no Payments, transfers or other Services will be initiated that violate the laws of the United States.

12. Security. You agree not to disclose any proprietary information regarding the Services to any third party. You also agree to comply with any operating, security and recognition procedures we may establish from time to time with respect to the Services. You will be denied access to the Services if you fail to comply with any of these procedures. You acknowledge that there can be no guarantee of secure transmissions over the Internet and that the security procedures are reasonable. You are responsible for reviewing the transaction reports we provide on-line and in your monthly statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of transactions using the Service, all transactions will be deemed to be authorized by you and to be correctly executed sixty (60) calendar days after we first provide you with a statement showing that transaction, unless you have provided written notice that the transaction was unauthorized or erroneously executed within that period. In order to minimize risk of loss, you agree to cause your Account Administrator to review the transaction audit log available within the system to detect unauthorized or erroneous transactions not less than once every five (5) calendar days.

13. Our Liability; Role of Processor. Unless expressly prohibited or otherwise restricted by applicable law or this Agreement, our liability is limited as follows: we shall not be liable to you or to any third party for performing or failing to perform the Services, except for our gross negligence or willful misconduct in connection with our performance of (or failure to perform) any of the Services.

We do not and cannot control the flow of data through the Internet or any other electronic connection. Such flow depends in large part on the performance of the Internet or other electronic connections provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which the Bank's connections to the Internet, other electronic connection, or portions thereof, may be impaired or disrupted.

Although we will use commercially reasonable efforts to avoid such events and remedy them should they occur, we cannot guarantee that they will not occur. Accordingly, we disclaim any and all liability resulting from or related to these events or any events outside the reasonable control of the Bank.

Without limiting the generality of the foregoing, we shall not be liable for damages resulting from the use or inability to use all or any part of the Services, or delays or mistakes which happen because of reasons beyond our control, including without limitation, acts of civil, military or banking authorities, national emergencies, war, riots, unavoidable difficulties with our equipment, the unavailability of the Services, any errors in information provided through the Services, deletion or loss of files or e-mail, any delay or failure of performance or unauthorized access to the Services or your data, any difficulties caused by any Internet or other service provider or browser software or any Computer failure, whether caused by a virus or otherwise. If, for any reason, we are adjudged liable to you, in no event will the cumulative liability of Bank or its licensors exceed the fees you have paid to Bank for the transaction that is the subject of the controversy. In no event will Bank or its service providers or agents be liable for any consequential, special, punitive or indirect damages or lost profits, regardless of whether you advised us or we otherwise knew of the likelihood of such losses or damages. You agree that the dollar limitation described in this Section is reasonable, even if your actual damages exceed this limitation.

14. Your Liability. You are solely responsible for the amount of each Payment, transfer or other Service made using and fees or other amounts incurred with the Services, even if you did not authorize the Payment, transfer or other Service. You agree to indemnify us and hold us harmless from and against any and all losses, liabilities, claims, damages or expenses (including attorneys' fees and court costs and expenses) arising from or related to the access or use of the Services.

15. Disclaimer of Warranties. YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED "AS IS," AND BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE ANY, AND EXPRESSLY DISCLAIM ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES

THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

16. Terminating this Agreement. Either you or we may terminate this Terms and Conditions and your Business Online Banking Service at any time. Your access to Business Online Banking (including all additional services such as Bill Pay, ACH Origination, etc.) will automatically be terminated after 6 months of inactivity. You may mail any written notice of termination to us as provided in Section (1). Please note that if more than one of you has signing authority with respect to the Business Online Banking Account(s) than any of you may terminate the Service. We are not responsible for notifying any remaining account holders of the termination.

If you terminate Business Online Banking, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have received your notice and have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your Account(s), including any transactions you have previously authorized.

17. Assignment; Binding Effect. We may, at any time, assign this Agreement, including our rights, interests and obligations thereunder, in whole or in part, or delegate any of our responsibilities under this Agreement to any other person or entity without notice to or consent from you. You may not assign this Agreement, including any of your rights, interests and obligations thereunder, in whole or in part, or delegate any of your responsibilities under this Agreement without our prior written consent. We are not under any obligation to give our consent, and any attempt to assign this Agreement without our written consent shall be null and void. This Agreement shall be binding upon and for the benefit of you and us, and your and our permitted assigns and successors. However, this Agreement will not benefit or be binding on any other third party, your Administrator or any Authorized User or any of their respective executors, administrators, personal representatives, guardians or conservators.

18. No Waiver. No waiver of any right or obligation under this Agreement by us on any occasion will constitute a waiver of that right on any subsequent occasion. In any event, no waiver by us of any right of ours is effective against us unless it is in a writing signed by us.

19. Changes to the Services and this Agreement. We may change the Services and this Agreement (including any Amendments hereto) in our sole discretion and from time to time. Any such change generally will be effective immediately upon notice to you. You will be deemed to accept any changes to the Services and this Agreement if you access or use any of the Services after the date on which the change becomes effective. You will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing under this Agreement, even if we amend this Agreement.

20. Severability. If any provision of this Agreement is determined to be invalid or unenforceable by a court or any governmental agency having competent jurisdiction; that provision will continue to be enforceable to the fullest extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

21. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State where the main office of Bank is located (as determined under the National Bank Act), except where applicable federal law is controlling. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation. You and we agree to be bound by, and hereby consent and agree to, such laws with respect to any claim relating to this Agreement.

22. Entire Agreement. You acknowledge and agree that any access to or use of the Services constitutes acceptance of the terms of this Agreement, and that this Agreement contains the entire and final agreement and expressly supersedes all prior agreements and understandings, both written and oral, between you and us concerning the Services. If any provision of the Account Agreement is inconsistent with a provision of this Agreement, the provisions of this Agreement will apply to the Services. In the event performance of these Services would result in a violation of any present or future statute, regulation or government policy to which we are subject, and which

governs or affects the Services, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall not be liable to you as a result of such violation or amendment.

23. Notices. You may send any notice or communication that you are required or permitted to give to us under this Agreement to us at the Business Internet Banking Contact Address; however, any such notice or communication relating to your initial registration for any Service must be in writing and delivered to us at any of our offices where we offer Business Online Banking Service. To the extent permitted by applicable law, any such notice or communication, regardless of how delivered to us, will not be effective until we receive and have had a reasonable opportunity to act upon such notice or communication.

You authorize us to, and you agree that we may, send any notice or communication that we are required or permitted to give to you under this Agreement to you at your business mailing address or your business e-mail address as it appears on our records, and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your business mailing and your business e-mail address and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such notice. If your Account is a joint Account, you agree that we may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

24. Monitoring and Recording. You acknowledge and agree that your telephone calls and other notices and communications you provide to us may be monitored and recorded for training and quality control purposes. We may, and you agree and authorize us to, monitor, record, retain and reproduce your telephone calls and any other communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any Payment, transfer or other Service. We will not be liable to you or any third party for any losses or damages that are incurred as a result of these actions. We are not, however, under any obligation to monitor, record, retain or reproduce such items, unless required to do so by applicable law.

25. Restrictions on Use. You agree not to use Online and 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 Online and 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 Savers 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 Savers Bank or any third-party service provider involved in the provision of Online and 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 Savers Bank, any third-party service provider involved in providing Online and 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 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 Online and Mobile Banking or the Software, the security of Online and Mobile Banking or the Software, or other customers of Online and Mobile Banking or the Software; or (d) otherwise abuse Online and Mobile Banking or the Software.

26. 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/legalnotices_maps.html notices_maps.html, or other URLs as may be updated by Google.

27. Mobile Deposits. Mobile Deposit is available through the downloadable application. Mobile Deposit uses a smartphone camera to take a picture of the front and back of each check and submit the images electronically to make deposits to your checking. When capturing the images, visual brackets provide a guide for centering the check. Each check image is analyzed for quality upon submission; if the image does not pass you are immediately notified and can re-capture the check image. You can cancel the transaction at any time during the mobile deposit process. However, once the transaction has been submitted, it cannot be canceled.

Eligible items. We can accept checks payable to you, drawn on a U.S. Bank. We cannot accept: checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into, checks payable jointly unless deposited into an account in the name of all payees, traveler's cheques, money orders, checks drawn on a financial institution located outside the U.S., checks not payable in U.S. currency, substitute checks, or returned checks, checks dated more than 6 months prior to the date of deposit.

Image Quality Requirements. The check images presented to the bank must accurately represent all information on both sides of the checks and check images must contain all endorsements.

Deposit Limits. Each check must be deposited separately. No check may exceed \$15,000.00. Total daily deposit may not exceed \$15,000.00. Lower limits may apply for newer accounts. Limits are subject to approval.

Endorsements. You agree to properly endorse each check prior to submitting such check through the use of the services. In addition to your signature, the following phrase must be included below your signature: For Mobile Deposit at Savers Bank Only. All deposits are subject to verification and can be adjusted upon review.

Funds Availability. If you make a deposit before 4:00 p.m. Eastern Time on a business day that we are open, we will consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds are normally available the next business day. New account holds may apply within the first 30 days of your account being opened. (See account Terms and Conditions-Special Rules for New Accounts) You are responsible for verifying that deposits have posted to the appropriate account. Please note: All deposits are subject to verification and can be rejected upon review.

Errors. You agree to notify the bank of any suspected errors regarding items deposited through the service immediately, and in no event later than 30 days after we sent you the account statement on which the error appeared.

Retention/Destruction of Original Items. After verifying the deposit has been received, you agree to securely store and retain the check(s) for at least 30 calendar days from the date of the image transmission. During this period you agree to promptly provide the check to the bank if requested. After 30 days, you agree to shred the deposited items.

You agree that no check deposited to Savers Bank shall cause funds to be debited more than once from the account of the maker. You agree that the original check, a duplicate check image, or any copy of the original check or check image will not be deposited by you under any circumstances with any other financial institution.

You agree that checks scanned through the use of the services will not be: (1) prohibited by, or received in violation of, any law, rule or regulation; (2) substitute checks, or previously returned checks; or (3) known or suspected (or should have known or suspected) as fraudulent or otherwise authorized by the owner of the account on which the check is drawn.

You agree and understand that any credit to your account using Mobile Deposit is provisional. If a check deposited through Mobile Deposit is dishonored, rejected, or otherwise returned as unpaid by the paying bank, you agree that an original check will not be returned to you, but that we will charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will be subject to any fees connected with your account and outlined in other account disclosures.

The bank reserves the right to terminate any or all of this service immediately should you breach any part of this agreement. We are also permitted to terminate any or all of the services immediately if we are no longer able to provide such services. Your use of the services constitutes your acceptance of this agreement.