

## Mobile Banking Terms & Conditions

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Thank you for using the Mobile Banking Services (“Services”) and any related Software (“Software”) provided by 1st Bank of Sea Isle City (“Bank”) combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Bank in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

Terms and Conditions:

- a. Program: Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS). Enrollment requires identification of the user's banking relationship with Bank 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. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.
- b. Questions: You can contact us at [customerservice@1stbankseaisle.com](mailto:customerservice@1stbankseaisle.com) or (609)263-4102, or send a text message with the word "HELP" to this number: 48179. We can answer any questions you have about the program.
- c. 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: 48179. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- d. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Bank or any service provider

Privacy and User Information. You acknowledge that in connection with your use of the Services, 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 the Services or Software (collectively “User Information”). The 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 the Services 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 Bank and its affiliates and service providers also reserve the right to monitor use of the Services and 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 the Services and 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 the

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Services and 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 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 Bank or any third-party service provider involved in the provision of the Services; or (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 Bank, any third-party service provider involved in providing the Services, 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: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

Use of Google Maps. You agree to abide by (1) 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 (2) 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.

**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 1st Bank of Sea Isle City 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.

Android is a trademark of Google Inc.

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### Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for 1st Bank of Sea Isle City Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and 1st Bank of Sea Isle City never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within 1st Bank of Sea Isle City Mobile Banking. 1st Bank of Sea Isle City reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within 1st Bank of Sea Isle City Mobile Banking.

### Mobile Deposit for Mobile Banking

This Agreement contains the terms and conditions for the use of 1st Bank of Sea Isle City's Mobile Deposit services that 1st Bank of Sea Isle City ("1st Bank," "us," or "we") may provide to you ("you" or "User"). Other agreements you have entered into with 1st Bank of Sea Isle City, including but not limited to the Depository Agreement and Disclosures, and Internet Banking agreement governing your 1st Bank account, are incorporated by reference and made a part of the Agreement.

**Services.** The mobile deposit services ("Services") are designed to allow you to make deposits to your personal checking or money market accounts from your mobile device by taking a picture from your smart phone once logged into 1st Bank's Mobile Banking application. There is currently no charge for the Services.

**Acceptance of These Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, 1st Bank of Sea Isle City reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. We may change the fees for use of the Services at any time pursuant to this section. You authorize 1st Bank to deduct such fees from the same bank account that you use to make your mobile deposit.

**Limitation of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

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**Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). When the image of the check is transmitted to 1st Bank it is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Article 3 and 4 of the Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you or another joint accountholder.
- b. Checks with multiple payees one or more of whom are not you or a joint accountholder
- c. Government checks.
- d. Traveler’s checks.
- e. Money orders.
- f. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- g. Checks or items previously converted to a substitute check, as defined in Reg. CC.
- h. Checks or items drawn on a financial institution located outside the United States.
- i. Checks or items not payable in United States currency.
- j. Checks or items dated more than 6 months prior to the date of deposit.
- k. Checks or items prohibited by 1st Bank’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your 1st Bank account.

Note that any check that you attempt to deposit using Mobile Deposit is subject to verification by 1st Bank. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you may need to deposit the item using other means, such as visiting a 1st Bank branch, or you may need to obtain a replacement item from the payor.

**Image Quality.** The image of an item transmitted to 1st Bank using the Services must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line and all other information placed on the check prior to the time of an image the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check. 1st Bank reserves the right to reject any check image that is not clear, skewed or that is suspicious in any manner.

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**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as “For Mobile Deposit to 1st Bank of Sea Isle City Acct# XXXX” where “XXXX” is the last 4 digits of your account number, and affix your signature or other endorsement as instructed by 1st Bank. Failure to endorse your item in the prescribed manner will result in rejection of your deposit. You agree to follow any and all other procedures and instructions for use of the Services as 1st Bank may establish from time to time.

**Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from 1st Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account, at any time, any item that we subsequently determine was not an eligible item. You agree that 1st Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Items Returned Unpaid.** A notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that is transmitted by you for remote deposit that is credited to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from the account. Check images that are returned for image quality adjustments will have to be submitted in paper to 1st Bank upon receipt of notice of such, to be physically reprocessed; they may not be re-scanned.

**Availability of Funds.** You acknowledge and agree that deposits made with the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, which applies to deposits made at a Bank branch or ATM. In general, deposits submitted with the Service and received and approved by the Bank before 4:00 pm Eastern Time on any business day that the Bank is open will be considered as the recorded day of your deposit, with availability of deposited funds provided in accordance with our Funds Availability Policy. Deposits submitted with the Service and received and approved by the Bank after that time, or on a day that the Bank is not open for business, will be considered as deposited on our next available business day. We may delay availability of funds based on factors such as the length and extent of your relationship with us, transaction and experience information, the Bank’s ability to review a deposit, or other factors at the Bank’s discretion. Once the Bank has accepted a deposit with the Service, we are not able to delete or remove it from the collection process and it becomes subject to our funds availability policy.

**Electronic Notice.** We are required by law to provide specific information to you “in writing,” which means you have a right to receive that information on paper. Your continued use of the Services will constitute agreement to receive notices regarding your use of the Services electronically, instead. Such notices may include, but are not limited to, suspension of service, notice of rejected deposits, funds availability exceptions or communications regarding the status of your deposit or items deposited. We reserve the right, at our option and in our sole discretion, to provide you with any communications on paper if we choose. We also may require you to provide certain communications to us on paper. When we allow you to deliver a specific communication to us electronically, we will provide you with instructions on how to do so. You may request a paper copy of any electronic communications we send

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to you at any time by calling us at 609-263-4102 option 1 or sending us an email through our secure email service, which can be accessed via your Internet Banking account.

**Disposal of Transmitted Items.** Upon your receipt of a confirmation from 1st Bank that we have received the image of any item, you agree to prominently mark the item as “Electronically Presented” with the date of deposit. You should store the check in a secure location for 45 days. After 45 days, and after you have confirmed the deposited funds have been applied to your account correctly, you must destroy the check to properly dispose of the item to ensure that it is not re-presented for payment, and, you agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to 1st Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for 1st Bank’s audit purposes.

**Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. **Your deposit limit and the daily limit will be determined at the time of deposit. Such limits may vary and are subject to change at the Bank’s discretion and without prior notification. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.**

**Contingency Plan.** In the event you are unable to capture, balance, process, produce or transmit a file to 1st Bank, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest 1st Bank branch. The deposit of original checks at a 1st Bank branch shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

**Changes/Removal of Service.** We may, in our sole discretion, modify, add or remove portions of the service or end the service at any time without notice. We may turn off the service to you if we suspect fraud, if you misuse the Mobile Deposit, have excessive overdrafts or returned items or for other reasons in our sole discretion.

**Business Day and Availability Disclosure.** You understand the Services are available Monday through Friday between 8:30 a.m. to 4:00 p.m. Eastern Time, except during holidays, any other day we are not open for business, or such other hours as established by us from time to time. Transmissions processed after these business hours on a business day, or on any other day that is not a business day, are treated as occurring on the next business day.

**Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software. 1st Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. You agree to install and maintain virus and anti-malware protection on any device used to access any 1st Bank service.