



**Personal Mobile Banking Disclaimer:**

**IMPORTANT: AFTER COMPLETING THIS ONLINE ENROLLMENT FOR MOBILE BANKING, YOU WILL RECEIVE AN SMS TEXT MESSAGE TO THE MOBILE PHONE THAT YOU REGISTER. YOU MUST REPLY "YES" TO THAT MESSAGE IN ORDER TO COMPLETE THE ENROLLMENT AND ACTIVATE MOBILE BANKING SERVICE.**

**Mobile Banking Service Terms and Conditions:**

This Pathfinder Bank Mobile Banking disclaimer sets forth additional terms and conditions that will apply if you use a Mobile Device to access our Mobile Banking Service. When you use Mobile Banking, you will remain subject to all of the terms and conditions of all your existing agreements with us, our affiliates and/or any unaffiliated service providers, including, but not limited to, your mobile service provider, including all terms and conditions applicable in the Pathfinder Bank Online Banking System and Pathfinder Bank Online Banking Bill Pay Service except where modified by this disclaimer. You understand that those agreements may include fees, limitations and restrictions which may impact your use of Mobile Banking. Your mobile provider may impose data usage or text message charges for your interaction with Mobile Banking, and you agree to pay all such fees. Contact your mobile device service provider for details.

**Description of Service:**

Mobile Banking is a Service that allows you to access account information using compatible and supported wireless devices through three delivery channels: text messaging/short message service (SMS), Mobile-enabled Internet browser and Mobile applications (apps). You may use Mobile Banking to access your accounts and bill payees that are accessible from within your Online Banking to inquire on balances, view transactions, transfer funds between the accounts, initiate bill payments, change your mobile pin number, locate ATM and banking locations or contact us. We reserve the right to modify the scope of Mobile Banking at any time.

**Definitions:**

*Mobile Banking* - Mobile Banking is defined as the Online Banking Service available through the Mobile Web and Mobile Apps.

*Mobile Apps* - Mobile apps is defined as the Pathfinder Bank software applications available for download through which Mobile Banking may be accessed.

*Mobile Web* - Mobile Web is defined as the mobile-optimized version of the authenticated portions of the Pathfinder Bank website through which Mobile Banking may be accessed.

*Mobile Deposit* – The bank's service that allows a check or other item to be deposited via a mobile device with software that captures and transmits an image of the item to the bank.

*Short Message Service (SMS) "text messaging or texting"* - Text messaging or texting is the act of typing and sending a brief, electronic message over a phone network through which account information may be obtained.

In order to access Mobile Banking through our three delivery channels: text messaging/short message service (SMS), Mobile-enabled Internet browser and Mobile applications (apps), you must be an enrolled and active user in Pathfinder Bank Online Banking System. You can access Mobile Banking on a mobile device with Short Message Service (SMS) texting or a Mobile Web Browser in conjunction with a texting or data plan. Mobile Banking software may not be compatible with every Mobile Device. Pathfinder Bank does not represent or warrant the performance or operation of any Mobile Device.

**System Requirements:**

Below are the system requirements for our Mobile Banking Service:

1. An iPhone running iOS 5.1 or later or Android device running Android 2.2 or later is required in order to download the native applications available in the Apple App Store and Google Play Store.
2. Any mobile device with an internet connection can access the WebApp at <https://Pathfinderbank.com/m> Standard wireless data charges may apply.
3. Any device with texting capability enabled can utilize the SMS/Texting banking channel. Standard text charges may apply.

**Responsibility:**

You are responsible for providing your own device to access Mobile Banking. The device that you use may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your device is at your own risk. We do not guarantee functionality of Mobile Banking on all wireless devices. Neither we, nor our vendors can anticipate all technical or other difficulties related to the software. These difficulties may result in a loss of data or personal settings and preferences, dropped connections, disabled features and/or other interruptions. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. Should this happen, be sure to verify the status of any attempted transactions.

The Branch and ATM Location Finder, when utilized through a device such as a geo-locator, includes certain location-based features which can access the geolocation data of your Mobile Device. If you use any such location-based feature, you agree that your geographic location and other personal information may be accessed and disclosed. If you do not wish to have your geographic location and other personal information accessed and disclosed in this way, you must refrain from using the location-based features. Your enrollment in the Mobile Banking Service includes access to mobile text messaging. You agree that we may send text messages through your communications service provider to the telephone number we have in our records in order to deliver them to you and that your

communications service provider is acting as your agent in this capacity. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account number, account activity or account status. Please refer to our Privacy Policy or the News & Alerts section of our website.

**Security:**

You agree to take every precaution to ensure the safety, security and integrity of your account(s) and transaction(s) when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each session. If your Mobile Device is lost, stolen or used without your authorization, you agree to make the appropriate or necessary changes to disable the use of the Device. You understand that there are risks associated with using a mobile device, and that in the event of theft, loss or unauthorized use, your confidential information could be compromised. You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. Please refer to our Privacy Policy or the News & Alerts section of our website.

**Mobile Deposit Service:**

*1. General Terms/Service* - The Mobile Deposit service is designed to allow you to make deposits to your accounts using your approved mobile device by scanning checks and delivering the images and associated deposit information to Pathfinder Bank's designated processor.

*2. Acceptance of these Terms* - Your use of the Mobile Deposit service constitutes your acceptance of this Agreement. This agreement is subject to change from time to time. We will notify you of any change on our website by providing you a link to the revised Agreement. Your acceptance of the revised terms and conditions along with the continued use of the Mobile Deposit services will indicate your consent to be bound by the revised Agreement. Further, Pathfinder Bank reserves the right, in its sole discretion, to change, modify, add or remove portions from the Mobile Deposit service. Your continued use of the Mobile Deposit service will indicate your acceptance of any such changes to the Mobile Deposit service.

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

*4. Eligible Items* - You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulations CC ("Reg CC"). You agree that the image of the check transmitted to Pathfinder Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use the Mobile Deposit services to scan and deposit any checks or items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks or items containing an alteration to any of the fields on the front of the check or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Regulation CC.
- Checks or items drawn on financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Regulation CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Pathfinder Bank's current procedures relating to the Mobile Deposit services or which otherwise are not acceptable under the terms of your Pathfinder Bank account.
- Checks payable on sight or payable through Drafts, as defined in Regulation CC.
- Checks that have been previously submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution.

*5. Endorsements and Procedures* - Pathfinder Bank recommends that you endorse any check or item transmitted through the Mobile Deposit services "For Deposit Only" along with a required signature. You must write in the Memo field on the front of the check "Mobile Deposit" with the date. Without this present, the deposit will be rejected.

*6. Receipt of Items* - We reserve the right to reject any item transmitted through the Mobile Deposit 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 see the deposit in your account history. All deposits are conditionally submitted and are pending approval. We further reserve the right to delete any item that we subsequently determine was not an eligible item. You agree that Pathfinder Bank is not liable for any loss, costs, or fees you may incur as a result of an ineligible item.

We may provide notifications to the mailing address, electronic mail address or telephone number of record. If your mailing address, electronic address or telephone number changes, you must promptly notify us of the new information. We may send communications to only one address and such notice will be binding and effective to all owners of the account.

*7. Availability of Funds* - You agree that Electronic Images submitted via Mobile Deposit services for your mobile device are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In accordance with Pathfinder Bank's Funds Availability Policy, generally \$300 of the funds from your mobile deposit will be available to you immediately and the remainder of the funds will be available to you on the 2<sup>nd</sup> business day following your deposit. Funds that are deposited using Mobile Deposit services will not be deemed "received" by us until we have received an electronic image that meets all the requirements for deposits (including all requirements to create a substitute check) stated in this

agreement and in any documentation. Once funds have been released, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. If you make your deposit via Mobile Deposit service by the cut-off time of 3:00 pm EST on a bank business day, we will consider such deposit made on that day. If you make a deposit via Mobile Deposit service after the cut-off time or on a non-business day, we will consider such deposit made on the next business day we are open.

8. *Disposal of Transmitted Items* - Once you have verified your mobile deposit has been properly credited to your account; you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Pathfinder Bank upon request.

9. *Hardware and Software* - In order to use the Mobile Deposit service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Pathfinder Bank. Pathfinder Bank is not responsible for any third party software you may need for Mobile Deposit Services. Any such software is accepted by you as is and subject to the terms and conditions of the software agreement you enter in directly with the third party software provider at the time of download and installation.

10. *Presentment* - The manner in which these items are cleared, presented for payment, and collected shall be in Pathfinder Bank's sole discretion subject to the Depository Agreement and Disclosure governing your account.

11. *Errors* - You agree to notify Pathfinder Bank of any suspected errors regarding items deposited through Mobile Deposit service right away, and in no event later than 60 days after the applicable Pathfinder Bank account statement is sent. Unless you notify Pathfinder Bank within 60 days, such statement regarding all deposits made through Mobile Deposit Services shall be deemed correct, and you are prohibited from bringing a claim against Pathfinder Bank for such alleged error.

12. *Errors in Transmission* - By using Mobile Deposit Services you accept the risk that an item may be intercepted or misdirected during transmission. Pathfinder Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

13. *Image Quality* - The image of an item transmitted to Pathfinder Bank using the Mobile Deposit services must be legible as determined in the sole discretion of Pathfinder Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Pathfinder Bank, ANSI (The American National Standards Institute), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

14. *Fees* - The Mobile Deposit service is provided at no charge to you. Pathfinder Bank may, upon at least 30 days prior notice to you, to the extent permitted by applicable law, charge a fee for the use of the Mobile Deposit service. If you continue to use the Mobile Deposit service after the fee becomes

effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time.

15. *Deposit Limits* - Pathfinder Bank reserves the right to impose limits on the amount(s) and/or number of Mobile Deposits. Nothing in this Terms and Conditions should be construed as requiring Pathfinder Bank to accept any check or item for deposit, even if Pathfinder Bank has accepted that type of check or item previously. Nor shall Pathfinder Bank be required to identify or reject any checks that you may submit through Mobile Deposits that fail to meet the requirements of this Terms and Conditions.

- The following limits apply to the amount of any individual check, the dollar amount of checks that may be deposited in a day and the dollar amount of the checks that may be deposited within a month.

Maximum Value of Each Check Deposited	\$2,500
Daily Mobile Deposit Limit Per Account	\$2,500
Monthly Mobile Deposit Limit Per Account	\$5,000

- The bank reserves the right to modify such limits at any time.

16. *Ownership & License* - You agree that Pathfinder Bank retains all ownership and proprietary rights in the Mobile Deposit service, associated content, technology and website. Your use of the Mobile Deposit Services is subject and conditioned upon your complete compliance with this agreement. Without limiting the effect of the foregoing, any breach of this agreement immediately terminates your right to use the Mobile Deposit Services. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Pathfinder Bank's business interest, or (iii) to Pathfinder Bank's actual or potential economic disadvantage in any aspect. You may use the Mobile Deposit services only for personal use in accordance with this agreement. You may not copy, reproduce, distribute or create derivative works from the contact and agree not to reverse engineer or reverse compile any of the technology use to provide the services.

17. *Cooperation with Investigations* - You agree to cooperate with Pathfinder Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit services in your possession and your records relating to such items and transmissions.

18. *Disclaimer of Warranties* - TO THE EXTENT PROVIDED BY LAW, PATHFINDER BANK MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PATHFINDER BANK DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION,

PERFORMANCE OR FUNCTIONALITY OF THE SERVICES (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). The user or company further acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and/or telecommunication lines or circuits. The user or company hereby assumes all risks relating to the foregoing.

19. *Limitation of Liability* – Pathfinder Bank’s liability shall be limited to direct damages sustained by User and Company and only to the extent such damages are a direct result on Pathfinder Bank’s gross negligence or willful misconduct; provided that the maximum aggregate liability of Pathfinder Bank resulting from any such claims shall not exceed the total fees paid by the User or Company for the service resulting in such liability in the six (6) month period preceding the date the claim accrued. In no event shall Pathfinder Bank be liable for special, incidental, punitive or consequential loss or damage of any kind including lost profits whether or not Pathfinder Bank has been advised of the possibility of such loss or damage. Pathfinder Bank shall not be liable for failure to perform any obligation under this agreement if such performance would put Pathfinder Bank in breach of any law, regulation or requirement of governmental authority. Pathfinder Bank’s licensors or suppliers will not be subject to any liability to User or Company in connection with any matter.

19.1 *Force Majeure* - Pathfinder Bank shall not be responsible for liability, loss, or damage of any kind resulting from delay or non-performance under this Terms and Conditions due to causes beyond Pathfinder Bank’s reasonable control.

20. *User Warranties and Indemnification* - You warrant to Pathfinder Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to Pathfinder Bank is accurate and true.
- You will comply with this agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless Pathfinder Bank from any loss of breach of this warranty provision.

***Cancellation:***

You may cancel your participation in the Mobile Banking Service at any time by logging into your desktop and stopping service or calling us at 1-800-811-5620. We reserve the right to change or cancel Mobile Banking at any time.

***Acceptance:***

By clicking 'I Accept' when you enroll in Pathfinder Bank Mobile Banking, you agree to the terms and conditions of this disclaimer. Processing of the enrollment may take up to 3 Business days.