Online Banking Access Agreement

I. Introduction
This eBanking Access Agreement ("Access Agreement") for accessing your Boiling Springs Savings Bank accounts through eBanking explains the terms and conditions governing the eBanking services and Bill Pay offered through eBanking. By using the eBanking Services, you agree to the terms and conditions of this Access Agreement. This eBanking Access Agreement will be governed by and interpreted in accordance with the laws and regulations of the State of New Jersey and the United States, as amended from time to time. The terms "we," "us," "our," "Boiling Springs Savings Bank," and "Bank" refer to Boiling Springs Savings Bank. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.
eBanking can be used to access Boiling Springs Savings Bank accounts. Each of your accounts at Boiling Springs Savings Bank is also governed by the applicable account disclosure statement ("Deposit Agreement and Disclosure").

II. Accessing Your Boiling Springs Savings Bank Accounts through eBanking
A. Requirements
To access your accounts through eBanking, you must have a Boiling Springs Savings Bank account and an eBanking user ID password.
B. Electronic Mail (E-mail)
Sending electronic mail (E-mail) through eBanking is a way to communicate with the Bank. Email is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of eBanking. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s).
There may be times when you need to speak with someone from the bank immediately (for instance to report a lost or stolen password). In such a case, do not use E-mail. You should call us at 201-939-5000 instead.

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within your eBanking service.

C. Fees
There are no monthly or transaction fees for accessing your account(s) through eBanking. See Section IV for a description of Bill Pay fees.

Please note that fees may be assessed by your Internet Service Provider (ISP).

D. New Services
Boiling Springs Savings Bank may, from time to time, introduce new eBanking services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

E. Benefits of Using eBanking
With eBanking, you can manage your personal or small business accounts from your home or office on your personal computer. You can use eBanking to:

- View account balances and review transaction history.
- Transfer money between accounts at Boiling Springs Savings Bank. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Transfer money between your account at Boiling Springs Savings Bank and an account at an institution outside of Boiling Springs Savings Bank. (As noted in the applicable account Deposit Agreement and Disclosure Statement)
- Pay bills to any merchant, institution or individual.
- Establish Alerts so that you can be notified by e-mail if certain activities occur relative to your account(s).
- Transfer funds to your accounts at other financial institutions.
- Communicate directly with Boiling Springs Savings Bank through E-mail.

III. Terms and Conditions
The first time you access your Boiling Springs Savings Bank accounts through eBanking you agree to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure.

A. Your Online Password
You will create an eBanking Password that will give you access to your Boiling Springs Savings Bank accounts for eBanking access. This password can be changed within eBanking by accessing the Banking Service Center within your eBanking service. We recommend that you change your password regularly. Boiling Springs Savings Bank will act on instructions received under your password. For security purposes, it is recommended that you memorize this eBanking password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

B. Payment Account
Although there are no fees for accessing your accounts through eBanking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify Boiling Springs Savings Bank and identify a new payment account for the selected services. Additionally, if you close all Boiling Springs Savings Bank accounts, you must notify Boiling Springs Savings Bank Customer Service to cancel the eBanking services.

Your eBanking access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, eBanking services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Boiling Springs Savings Bank Customer Service at 201-972-8880. If you do not access your Boiling Springs Savings Bank accounts through eBanking for any (1) one year period, Boiling Springs Savings Bank reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected. You agree to be responsible for any telephone charges incurred by accessing your Boiling Springs Savings Bank accounts through eBanking.
If you wish to cancel any of the eBanking services offered through eBanking, please contact **Boiling Springs Savings Bank** Customer Service at 201-972-8880 or send us cancellation instructions in writing to **Boiling Springs Savings Bank, Online Banking Dept., 25 Orient Way, Rutherford, NJ 07070**.

C. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, **Boiling Springs Savings Bank**, OR by Internet browser providers such as Mozilla (Firefox browser) and Microsoft (Microsoft Internet Explorer browser), OR by Internet Service Providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

D. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, eBanking transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through eBanking may result in an overdraft of your account and may, at **Boiling Spring Savings Bank**’s discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

E. External Transfers

If you have a consumer or business account and you have selected the external transfer feature, you may originate the electronic transfer of funds into your account at Boiling Springs Savings Bank from an account in your name at a financial institution outside of Boiling Springs Savings Bank and you may originate the electronic transfer of funds from your account at Boiling Springs Savings Bank to an account in your name at a financial institution outside of Boiling Springs Savings Bank (both called “External Transfers”). External Transfers are not when using a mobile device.

When you originate External Transfers, you authorize Boiling Springs Savings Bank and our service provider to initiate debit and credit entries, upon your instructions, to your Boiling Springs Savings Bank account and your account at the financial institution(s) outside of Boiling Springs Savings Bank that you designate, using the Automated Clearing House (ACH) or other payment transfer method. You agree and warrant to us that you will only originate External Transfers to or from accounts for which you have the authority to transfer funds, and that by disclosing information to us regarding those accounts to affect your transfers, you are not violating any third party rights. Not all types of accounts may be eligible for External Transfers, so you should check with the institution for any restrictions on transfers.

To ensure your security, before you add an outside account for External Transfers, originate a new External Transfer, edit an existing periodic External Transfer or change your phone number through eBanking, you may be required to authenticate who you are, using a method of authentication you select. Before you originate an External Transfer, you will be asked to complete a test transaction. If the test transaction fails or is rejected, for security purposes we may decline your External Transfer request(s) and any or all other transactions, and we may close your account, with or without notice to you.

External Transfers may be originated on a single entry or recurring basis. One time transfers may be scheduled immediately or scheduled for a future date. To ensure same day processing, you must schedule your External Transfer by 7:00 p.m. Eastern Time. A recurring transfer allows you to transfer a set amount at regular intervals. Your authorization for any recurring External Transfers will remain in full force and effect until you revoke it in such timely manner as to afford Boiling Springs Savings Bank a reasonable opportunity to act on your direction.

One time External Transfers cannot be scheduled to occur on a non-business day. Recurring External Transfers scheduled to occur on a non-business day will be processed on the next business day.

**Limitations:** For security reasons, the Bank has established limits on the amount of funds that can be transferred via External Transfers.
External Transfers from your consumer or business account are limited to $100,000.00 per transaction; $100,000.00 in aggregate per day; and $200,000 in aggregate per calendar month (30 consecutive calendar days). External Transfers to your Boiling Springs Savings account are limited to $100,000 per transaction; $100,000.00 in aggregate per day; and $200,000 in aggregate per calendar month (30 consecutive calendar days).

We reserve the right to change your External Transfer dollar limit at any time. If we decrease the dollar limit, we will notify you as required by law, but we may not notify you if we are restricting your transfer limits for security purposes or because of excessive overdrafts to your Boiling Springs Savings Bank account.

For the purpose of External Transfers, your account is considered a New Account for the first 90 days it is open, whether you are a new or existing customer of Boiling Springs Savings Bank. When you initiate an External Transfer from your account outside of Boiling Springs Savings Bank to your Boiling Springs Savings Bank account, you are initiating an ACH debit transfer to your external account and a corresponding credit to your Boiling Springs Savings Bank account.

It may take up to three business days for an External Transfer you initiate to be received into your account.

A fee may be charged for External Transfers. Consult our current Fee Schedule for applicable fees.

**F. Hours of Accessibility**

You can access your **Boiling Springs Savings Bank** accounts through eBanking seven days a week, 24 hours a day. However, at certain times, some or all of eBanking may not be available due to system maintenance. You will be notified Online when this occurs.

A transfer initiated through

Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

**G. Additional Terms and Conditions**

**Obtaining Account Balance and Transaction History** - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

**Transferring Funds** - The number of transfers from a savings account or money market account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**IV. General Terms**

**A. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

**B. Disclosure of Account Information**

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have
written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

C. Questions or Error Correction on eBanking Transactions

In case of questions or errors about eBanking funds transfers through eBanking involving your account, here is what you should do:

- Contact Boiling Springs Savings Bank by electronic mail (E-mail)
- Fax Boiling Springs Savings Bank at 201-939-3957
- Telephone Boiling Springs Savings Bank at 201-939-5000
- Write Boiling Springs Savings Bank at 25 Orient Way, Rutherford, NJ 07070, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first paper statement or notice of electronic statement availability on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here’s what we will do:

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

If we do not complete a transfer to or from your Boiling Springs Savings Bank account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using eBanking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.
D. Other General Terms
Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

Boiling Springs Savings Bank Reserves the Right to terminate this Agreement - The Bank reserves the right to terminate this Agreement and your access to eBanking, in whole or in part, at any time without prior notice.

V. Protecting Your Account

A. Preventing Misuse of Your Account
Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Boiling Springs Savings Bank Customer Service at 201-939-5000. Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your eBanking Password - The password that is used to gain access to eBanking should also be kept confidential. It is recommended that you memorize this eBanking password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your eBanking password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify Boiling Springs Savings Bank Customer Service at once at 201-939-5000.

B. Unauthorized Transactions in Your Boiling Springs Savings Bank Accounts
Notify us immediately if you believe another person has improperly obtained your eBanking password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Boiling Springs Savings Bank Customer Service at 201-939-5000, or write Boiling Springs Savings Bank, 25 Orient Way, Rutherford, NJ 07070. If your eBanking password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50 if someone used your eBanking password without your permission to access a Boiling Springs Savings Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as $500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.
eMOBILE BANKING AND MOBILE DEPOSIT TERMS AND CONDITIONS

END USER TERMS

This service is provided to you by Boiling Springs Savings Bank and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Boiling Springs Savings Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

BOILING SPRINGS SAVINGS BANK

eMOBILE BANKING AND MOBILE DEPOSIT TERMS AND CONDITIONS

Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received Boiling Springs Savings Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

2. The services are provided by Boiling Springs Savings Bank and not by any other third party. You and Boiling Springs Savings Bank are solely responsible for the content transmitted through the text messages sent to and from Boiling Springs Savings Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

3. This eMobile Banking and Mobile Remote Deposit Addendum ("Addendum") to the Boiling Springs Savings Bank eBanking and Bill Pay Agreement ("Agreement") between you and Boiling Springs Savings Bank contains the terms and conditions governing your use of the mobile banking and mobile deposit capture services Boiling Springs Savings Bank ("Boiling Springs Savings Bank", "Boiling Springs", "us" or "we") may provide to you ("you", "your" or "Customer or Business "). Other agreements you have entered into with Boiling Springs Savings Bank, including the eBanking and Bill Pay Agreement are incorporated herein by reference.

Except as modified by this Addendum, all terms and conditions in the Boiling Springs Savings Bank eBanking and Bill Pay Agreement remain in full force and effect. If there is a conflict with the Boiling Springs Savings Bank eBanking Service Agreement (the "Agreement") and this Addendum, this Addendum shall control.

Your use of the eMobile Banking and Mobile Remote Deposit Services also requires your agreement to and compliance with an End User License Agreement required by the eMobile Banking and Mobile Deposit software provider and is included at the end of this Addendum. Any breach of these End User Terms constitutes a breach under this Addendum and the Agreement.

4. Services. The mobile banking and mobile remote deposit capture services ("Services") are designed to allow you to view activity, transfer money, pay bills via Boiling Springs Savings Bank eBanking Bill Pay and make deposits into certain accounts that are eligible to receive mobile check deposits ("Mobile Accounts") by converting checks into an image by taking pictures of checks and delivering the images and associated deposit information to Boiling Springs or Boiling Spring's designated processor via an application (the "App") installed on your supported mobile device. The App is considered part of the Service. Mobile Deposit Services is made available to Boiling Spring Savings Bank customers at the sole
discretion of Boiling Spring Savings Bank and may not be available to all Boiling Spring Savings Bank customers.

5. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Addendum. This Addendum is subject to change from time to time. We will notify you of any material change via one or more of the following methods: an alert when you sign-in to Services, e-mail, text message, or on our website by providing a link to the revised Addendum or by an online secure message. Your continued use of the Services will indicate your consent to be bound by the Addendum, as same may be revised from time to time. Further, Boiling Springs Savings Bank 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.

6. Equipment/Data Service. To use the Services, you must obtain and maintain, at your expense, a supported mobile device with compatible hardware and software as specified by Boiling Spring's from time to time and suitable data service. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data service will be compatible with the Services. Boiling Springs Savings 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.

7. Limitations. When using the Services, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, 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. We reserve the right to limit the number of Mobile Devices through which you may access the Service.

Except as expressly provided in this Addendum, deposits made through the Services are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

8. Eligible Checks and Items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Addendum or such other items as we, in our sole discretion, elect to include under the Services.

You authorize us to process any image that you send us or convert any image to an Image Replacement Document for subsequent presentation and collection. It shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the applicable New Jersey Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

Checks or items payable to any person(s) or entity other than the account owners or to you and another party if the other party is not an owner on the account;

- Checks payable to any person(s) or entity other than the person(s) or entity that owns the account that the check is being deposited into;
- Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), 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 Reg CC;
- Checks or items drawn on a financial institution located outside the United States;
Checks or items not payable in United States currency;
Checks or items that are remotely created checks, as defined in Reg CC, and Checks that have previously been submitted through the Services or through a remote deposit capture service offered at any other financial institution;
Checks or items dated more than 6 months prior to the date of deposit;
Checks or items Post-dated (dated for a future day);
Checks or items on which a stop payment order has been issued or for which there are insufficient funds;
Checks that are drawn or otherwise issued by the U.S. Treasury Department;
Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of any agreement governing your Boiling Springs Account;
Checks with any endorsement on the back other than that specified in this Addendum;
Checks payable on site or payable through drafts as defined by Reg CC;
Postal Money Orders;
Traveler's Checks;
Insurance drafts; and
Credit card cash advance checks.

Nothing in this Addendum should be construed as requiring Boiling Springs Savings Bank to accept any check or item for deposit, even if Boiling Springs Savings Bank has accepted that type of check or item previously. Nor shall Boiling Springs Savings Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Addendum.

9. Security of Your Mobile Device and Account Information. You are responsible for: (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Services (collectively, “Access Information”); and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Services (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data (“Communications”) entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Services (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

We will use commercially reasonable efforts to secure the Services to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Services could be compromised or malicious code could be introduced by third parties. We will provide you with notice upon actual knowledge of learning that your information is the subject of a security breach as required by applicable law.

10. Requirements. You are responsible for the image quality of any check or item that you transmit. The image of a check or item transmitted to Boiling Springs Savings Bank using the Services must be legible. An image of the front of the original check and an image of the back of the original check with the proper endorsement is required. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, 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 of the checks must meet the standards established by the American National Standards Institute, Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You agree that we shall not be liable for any damages resulting from a check or item’s poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.
11. **Endorsements and Procedures.** Before transmission, you agree to restrictively endorse any check or item transmitted through the Service as “For Mobile Deposit Only” or as otherwise instructed by Boiling Spring Savings Bank.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse the check. If the check is payable to you and your joint owner, both of you must endorse the check.

You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time. You agree to promptly supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Services.

12. **Receipt of Checks and Items.** We reserve the right to reject any check or item transmitted through the Services, at our sole and absolute discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from Boiling Springs Savings Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

We will notify you of any rejected items.

13. **Transmission Errors:** By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Boiling Springs Savings Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

14. **Availability of Funds.** You agree that the items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. You also agree that the items are not subject to the dispute resolution process or requirements established under the Electronic Funds Transfer Act or its implementing regulation, Regulation E. In general, if an image of an item you transmit through the Services is received and accepted before 3:00PM EST on a business day, we consider that business day to be the day of your deposit. Otherwise, if an image of an item you transmit through the Services is received and accepted after 3:00PM EST on a business day or on a Saturday, Sunday or Holiday, we will consider that the deposit was made on the next business day we are open. We will make funds available for checks and items received, accepted, and successfully processed through the Services according to our standard funds availability policy. Refer to www.bssbank.com/resources/brochures/.

15. **Returned Deposits.** If an Eligible Item deposited through Mobile Deposit is dishonored, rejected or otherwise returned unpaid for any reason including insufficient funds, Boiling Springs Savings Bank may offset the amount of the returned eligible item by debiting the account into which you deposited the returned Eligible Item or by transferring funds from another account held by you with the Bank. Notification of the returned deposited item will not be available to you through Mobile Deposit or the Application, and may be mailed or sent through other means deemed acceptable by the Bank. You are responsible for reimbursing the Bank for all loss, cost, damage or expense related to the processing of the returned Eligible Item. You are prohibited from attempting to deposit or otherwise negotiate an Eligible Item through Mobile Deposit if it has been charge back to you. You are solely responsible for verifying the validity of an item returned as forged or counterfeit, and if you suspect that an item is forged or counterfeit they must not deposit that item. The Bank is not responsible for detecting forged or counterfeit items that you deposit.

16. **Disposal of Transmitted Checks and Items.** You agree to retain the check or item transmitted under this Addendum for at least 14 business days from the date of the image transmission. After 14 business 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 Boiling Springs Savings Bank upon request. You agree to never represent to us or any other party a check or item that has been deposited through the Service.

17. Limits. The following limits apply to the dollar amount and/or number of items or deposits (over a period of time set by us) that you may transmit using the Service in a day and we may modify these limits from time to time. 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 be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times.

Consumer

Per check limit: $5,000.00
Daily aggregate limit: $5,000.00 and/or 10 items
Monthly (30 consecutive calendar days) aggregate limit: $10,000.00 and/or 30 items

Business

Per check limit: $25,000.00
Daily aggregate limit: $25,000.00 and/or 25 items
Monthly (30 consecutive calendar days) aggregate limit: $50,000.00 and/or 50 items

We reserve the right to modify these limits from time to time or to impose different limits on new customers.

18. External Transfers

If you have a consumer or business account and you have selected the external transfer feature, you may originate the electronic transfer of funds into your account at Boiling Springs Savings Bank from an account in your name at a financial institution outside of Boiling Springs Savings Bank and you may originate the electronic transfer of funds from your account at Boiling Springs Savings Bank to an account in your name at a financial institution outside of Boiling Springs Savings Bank (both called “External Transfers”). External Transfers are not when using a mobile device.

When you originate External Transfers, you authorize Boiling Springs Savings Bank and our service provider to initiate debit and credit entries, upon your instructions, to your Boiling Springs Savings Bank account and your account at the financial institution(s) outside of Boiling Springs Savings Bank that you designate, using the Automated Clearing House (ACH) or other payment transfer method. You agree and warrant to us that you will only originate External Transfers to or from accounts for which you have the authority to transfer funds, and that by disclosing information to us regarding those accounts to affect your transfers, you are not violating any third party rights. Not all types of accounts may be eligible for External Transfers, so you should check with the institution for any restrictions on transfers.

To ensure your security, before you add an outside account for External Transfers, originate a new External Transfer, edit an existing periodic External Transfer or change your phone number through eBanking, you may be required to authenticate who you are, using a method of authentication you select. Before you originate an External Transfer, you will be asked to complete a test transaction. If the test transaction fails or is rejected, for security purposes we may decline your External Transfer request(s) and any or all other transactions, and we may close your account, with or without notice to you.

External Transfers may be originated on a single entry or recurring basis. One time transfers may be scheduled immediately or scheduled for a future date. To ensure same day processing, you must schedule your External Transfer by 7:00 p.m. Eastern Time. A recurring transfer allows you to transfer a set amount at regular intervals. Your authorization for any recurring External Transfers will remain in full force and effect until you revoke it in such timely manner as to afford Boiling Springs Savings Bank a reasonable opportunity to act on your direction.
One time External Transfers cannot be scheduled to occur on a non-business day. Recurring External Transfers scheduled to occur on a non-business day will be processed on the next business day.

19. Presentment. The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in Boiling Springs Savings Bank’s sole discretion, subject to the relevant deposit account agreement governing the account in which the item is deposited.

20. Warranties; Indemnity. You warrant to Boiling Springs Savings Bank that:

- You will only transmit eligible items;
- You will not transmit duplicate items;
- You will not deposit, redeposit or represent the original check with Boiling Springs Savings Bank or any other party;
- You will comply with this Addendum and all applicable rules, laws and regulations in using Services;
- You are not aware of any factor which may impair the collectability of the item;

You agree to indemnify and hold harmless Boiling Springs from any loss for breach of this warranty provision or the terms of this Addendum, which indemnity shall survive the termination of the Agreement, this Addendum and the closing of any Accounts.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS AND DEFEND BOILING SPRINGS SAVING BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, LICENSORS, AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL FIRST AND THIRD PARTY CLAIMS, LIABILITIES, DAMAGES EXPENSES, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES) AND OTHER LOSSES CAUSED BY OR RESULTING FROM YOUR USE OF THE SERVICES, THE USE OF THE SERVICES BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE, YOUR BREACH OF THIS ADDENDUM OR THE AGREEMENTS, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

21. Changes to the Services. We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Services will constitute your acceptance of and agreement to such changes. Maintenance to the Services may be performed from time-to-time resulting in interrupted service, delays or errors in the Services and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

22. Use of Your Geolocation. When you are submitting an image for processing through the Services, we reserve the right to, at our discretion, use your Mobile Device’s capabilities to obtain your Geolocation for fraud prevention services. We may choose to capture either your current location or the last location stored on your Mobile Device.

23. Fees. The eMobile Banking Service provided is currently free. If fees are imposed you are responsible for paying the fees for use of the Services as Boiling Springs Savings Bank may charge from time to time. Boiling Springs Savings Bank may change the fees for the Services at any time. You authorize Boiling Springs Savings Bank to deduct any such fees from any account in your name.

24. Termination. We may terminate this Addendum at any time for any reason. This Addendum shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this
Addendum may be terminated if you breach any term of this Addendum, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of any agreement you entered into with us.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF $10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
6. U.S. Government Restricted Rights. The Software is commercial computer software subject to
RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202
(Commercial computer software and commercial computer software documentation), as applicable, the
use, duplication, and disclosure of the Software by the United States of America, its agencies or
instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the
subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of
the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this
Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced
to the maximum extent possible and the other provisions will remain effective and enforceable. All
disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and
the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this
Agreement and all related documentation is and will be in the English language. The application of the
United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived
and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any
financial services available through or related to the Software, and neither Licensor nor the provider of the
wireless network or any contractor of the provider of the financial services available through or related to
the Software, is responsible for any of the materials, information, products or services made available to
you via the Software.