

## Hamilton Bank Mobile Banking and Mobile Deposit Agreement & Disclosure

**Message & Data rates may apply. For help, text "HELP" to 48179. To cancel, text "STOP" to 25215 at any time.** In case of questions please contact customer service at 877-254-4048 or visit [hamilton-bank.com](http://hamilton-bank.com)

### Terms and Conditions

**Program:** Hamilton Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time.

**Questions:** You can contact us at 877-254-4048, or send a text message with the word "HELP" to this number: **48179**. We can answer any questions you have about the program. **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: **25215**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

**Terms & Conditions:** By participating in Mobile Banking, you are agreeing to the terms and conditions presented here. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of Hamilton Bank or any service provider.

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

**Restrictions on Use.** You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Hamilton 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 Hamilton Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancel bots, 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 Hamilton Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

### **Description of Service:**

Mobile Banking and Mobile Deposit Services are offered as a convenience and supplemental service to our Internet Banking Services. It is not intended to replace access to Internet Banking from your personal computer or other methods you use for managing your account(s) and service(s) with us. Mobile Banking and Mobile Deposit Services allow you to access your bank account information, make payments to payees, make deposits, transfer funds and conduct other banking transactions. To utilize the Mobile Banking and Mobile Deposit Services, you must be enrolled to use Internet Banking services and then activate your device within the Internet Banking System. You acknowledge that the Services are dependent upon the availability and quality of the wireless network through which you are accessing the Services and, as a result, the services may not be accessible or have limited utility depending upon your choice of wireless network and the availability of data services provided by your mobile carrier. We cannot guarantee and are not responsible for the availability or utility of your wireless service. **Message and Data Rates may be charged by your mobile carrier.** When you use the services, you remain subject to the terms and conditions of your existing agreements with your service providers. You agree to resolve any problems with your provider directly without involving us. We reserve the right to modify, delete or add services at any time. Your Mobile Banking account may become inactive if you do not sign on to the Internet Banking Service through our website in any consecutive 6 month period. Please note that logging in through Hamilton's mobile app will not update the status. If your account is considered inactive, you may need to re-enroll or contact us to have the Service re-activated.

We may also limit the types and number of accounts eligible for the services and may choose not to complete any transaction you request through the services. For security purposes, we may limit the type, frequency and amount of transactions we will permit using the services and may change or impose the limits without notice to you.

### **Definitions**

“we”, “us” and “Bank” means Hamilton Bank.

“Device” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages.

“Services” mean Mobile Banking and Mobile Deposit Services

## **Change to the Agreement**

Hamilton Bank may modify the terms and conditions applicable to the services. Notice of change may be made by U.S. Postal mail services or electronically. Your continued use of the services following receipt of the Agreement or notice of change is considered acceptance of the Agreement or change.

## **Security and User Information**

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. You agree that you are solely responsible for all transactions made with respect to your Account(s) by any person you allow to use your mobile device, login information or other means of accessing the services. You are solely responsible for the security of your access to the services.

We make no representations that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

## **Mobile Banking Transfers**

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period. You may be subject to account conversion if you exceed the transaction limits of your Account using Mobile Banking.

## **Indemnification**

With respect to your use of the Services and each Check Image that you transmit to us, in addition to any other indemnification obligations that you may have pursuant to other agreements with us, you shall indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including without limitation, reasonable attorney's fees and court costs) (collectively, "Claims") arising directly or indirectly from or relating to your use of the Service or your breach of the representation, warranties or covenants set forth in the Agreement, including without limitation any such Claims relating to (a) any duplicate, fraudulent, altered or unauthorized check, Check Image or Substitute Check, (b) our acceptance of or creation of a Check Image or Substitute Check rather than requiring presentment of the original physical check (c) your attempt to duplicate the presentation to us or any other depository institution of a Check Image through the presentation of the original physical check or any Check Image or Substitute Check derived from the original physical check, or (d) our inability to qualify as a holder in due course of any physical check or the Check Image of a physical check under the Uniform Commercial Code.

## **Mobile Deposit Services**

In order to participate in the Mobile Deposit Service, you must at all times maintain an Account with us. The Services permit you to take an image of a check with your smart phone and deliver that image to us for deposit, in accordance with our requirements. You retain the original paper check after you make the deposit. If we accept a Check Image for collection, we will attempt to collect the item by presenting the Check Image or converting the Check Image to a Substitute Check or in any other manner. The manner in which the Check Image or Substitute Check is presented for payment, cleared and collected will be determined by us, at our discretion. You agree that all Check Images you deposit through the services will be considered "items" and "instruments" under the Uniform Commercial Code, as if they were paper items. You understand that in the event the item you submitted for deposit is returned unpaid, you will receive only a copy of the Check Image, the Substitute Check, or other information available to us, depending on the manner of presentment. The amount of the unpaid item and a processing fee may be debited from the account where the item was originally deposited. You must make the original paper check available to us at our request. You must store the check securely. You are solely responsible for capturing a clear and complete image of each paper check, including MICR data. If your smart phone produces Check Images that we determine are not acceptable quality, we may, at our option, reject your deposit (although we have no obligation to inspect the check images you submit for

deposit). You are responsible for any errors as a result of your failure to follow our guidelines or requirements when submitting a Check Image for deposit. We have no liability to you for any failure to process a deposit of a Check Image for which you have not provided us (1) full and correct information from the original paper check (2) an accurate and legible image of the original paper check or (3) a check image in compliance with our formatting standards and other guidelines we have made available to you.

### **Your Representation and Warranties**

Each time you submit a Check Image to us for deposit to an Account through the Services, you are deemed to have made the same representations or warranties to us that would have applied if you had deposited the original paper check, and all representations or warranties that we must make under applicable law, clearinghouse rule, regulation, operating circular, agreement or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a Substitute Check created from the Check Image. In addition, you make the following specific representations and warranties:

- The Check Image is a complete and accurate representation of the front and back of a check which is eligible for deposit under this Agreement, including the MICR Data.
- The original check used to create the Check Image has not been previously deposited with us or at any other financial institution, duplicated or used to create another image or electronic fund transfer.
- The Check Image satisfies our image quality standards, as we may establish them from time to time
- No subsequent transferees of the Check Image, or any Substitute Check created from the Check Image (including a collecting or returning bank, drawer, drawee, payee or endorser) shall sustain a loss as the result of the fact that the Check Image or Substitute Check was presented for payment or returned instead of the original paper check.
- You are a person entitled to enforce the check, all signatures on the check are authentic and authorized, the check has not been altered or forged, the check is not subject to a defense or claim in recoupment of any party that can be asserted against you and you have no knowledge of any insolvency proceeding against the drawer.
- You are acting in compliance with this Agreement, your deposit account agreement and all applicable laws and regulations.

### **Mobile Deposit Agreement and Disclosure**

**Deposit Checks:** We can accept checks payable to you, drawn on a U.S. bank. We can't accept checks payable to others or made payable to a business, traveler's cheques, money orders, foreign checks, substitute checks, or returned checks, postdated or stale dated checks (more than 6 months old).

**Limits:** \$500.00 Daily Deposit Limit for Accounts opened less than 6 months. \$1,500.00 Daily Deposit Limit for Accounts opened 6 months or greater. We reserve the right to modify such limits from time to time or to impose different limits on new customers.

**Endorsement:** Endorse the check and add "For Bank Mobile Deposit Only" below your signature. All deposits are subject to verification and can be adjusted upon review.

**Availability:** Deposits received and accepted before 4 pm ET (the "Cutoff Time") on a Business Day will be available the next Business Day. Deposits received and accepted after the Cutoff Time on a Business Day or deposited on a non Business Day will be available on the second Business Day after the day of your deposit. In the event that Hamilton Bank established earlier or later Cutoff Times for checks and items deposited via Mobile Deposit, we reserve the right to change the Cutoff Time at any time as permitted by law. Regardless of whether Hamilton Bank establishes earlier or later Cutoff Times for checks and items deposited via Mobile Deposit you understand and agree that checks and items must be received and accepted by Hamilton bank before the applicable Cutoff Time and must be complete, legible or free of errors in order to be eligible for next Business Day availability.

**Please note:** All deposits are subject to verification and can be adjusted upon review. In the event the Bank has valid reason(s) for further delaying funds availability we will provide a Delayed Funds Availability notice to you.

The Bank makes no warranties that the Mobile Deposit Service will be error free, secure, and uninterrupted – you agree that the use of the Mobile Deposit Service is at your own risk and on an “as is” basis.

We reserve the right to deny access to the use of our Mobile Service without prior notice if we are unable to confirm your authority to access the Mobile Service or we believe such action is necessary in order to prevent unauthorized deposits or fraud, to protect Hamilton Bank from loss or for security reasons.

**Disposal of Transmitted Checks and Items:** You agree to retain the original check or item in a secure location for no less than fourteen (14) days from the date of transmission and to destroy the original check or item after such fourteen (14) day period. Upon request during the fourteen (14) day period, you will promptly provide to Hamilton Bank any check or item that was deposited using Mobile Deposit, or a sufficient copy of the front and back of the check or item, to aid in the clearing and collection process, to resolve claims by third parties with respect to any checks or items, or for Hamilton Bank audit purposes. You agree that you will not create or maintain a copy of a deposited check or item by electronic or other means unless requested to do so by Hamilton Bank.

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