

Mobile Banking Enrollment Terms and Conditions (“Terms and Conditions”)

The Mobile Banking Service is provided to you by Salem Five Cents Savings Bank ("Salem Five") and powered by a mobile technology solution provided to Salem Five by a third party (the "Licensor"). The Mobile Banking Service includes mobile banking via text messaging, mobile banking via a mobile website, mobile banking via a mobile application, mobile remote deposit via a mobile application and People Pay Transfers via a mobile application (collectively, the "Service"). The Service enables Salem Five customers enrolled in Online Banking to conduct banking transactions with us, using a mobile device. Section A, Section B and Section C of these Terms and Conditions are a legal agreement between you, as the Online Banking customer enrolling in the Service, and Salem Five. Section D of these Terms and Conditions is a legal agreement between you and the Licensor. Your consent to these Terms and Conditions is required in order to use the Service and by using the Service you agree to be bound by these Terms and Conditions (as amended from time to time). These Terms and Conditions supplement the Salem Five Online Banking Agreement and any other agreements applicable to the Salem Five accounts and services you use.

If you wish to disable or remove your device from Mobile Banking, please select the Manage Mobile Banking Settings link from within your Internet Banking Session to enter into the Mobile Banking Center. Select Disable or Remove for your particular device.

Please read the following carefully. You can also read the Terms and Conditions at any time by selecting the Manage Mobile Banking Settings link within your Internet Banking Session to enter into the Mobile Banking Center.

Section A

Salem Five’s General Terms and Conditions

1. Hardware and Software Requirements. To use the Service, you must have a mobile device such as a tablet, cellular telephone or similar wireless communication device. Your mobile device must have an appropriate data plan from a wireless carrier or be Internet-enabled. To use the text messaging service, your mobile device must have text messaging capabilities. To use the mobile application service, your mobile device must be running the Apple iOS operating system or the Android operating system. To use the mobile banking website, your mobile device must have an Internet browser. In addition, to use the mobile remote deposit service, your mobile device must have the mobile application service installed and it must have a camera.

2. Charges. Presently, there is no fee or charge assessed by us for you to enroll in or to use the mobile banking via text messaging, mobile banking via a mobile website, mobile banking via a mobile application and mobile remote deposit via a mobile application. Additionally there is no fee to enroll in People Pay Transfers via a mobile application however depending on the type of transfer you choose a fee may apply. We may assess fees or charges in the future and, in that event, you will receive notice of such fees or charges, as required by law. You agree to pay and authorize us to deduct any such fees or charges from your designated Mobile Account(s). Any fees associated with your standard deposit account(s) will continue to apply.

You may, however, incur charges to have a data plan on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be solely responsible to your wireless carrier for any such data plans or text messaging charges.

3. Responsibility for Content. Salem Five is solely responsible for the content of messages it transmits to you via text messaging. You are solely responsible for the content of messages you transmit to Salem Five via text messaging. You must provide source indication in any messages you send (e.g., your mobile telephone number or populated "From" field in text message).

4. Contacting Salem Five. For text messaging help at any time, text "HELP" to 79680. To cancel the text messaging service, text "STOP" to 79680. If you have questions about the Service, please call the Contact Center at 800-850-5000 or email mail@salemfive.com. Please do not include any personal information when you email us.

5. Service Availability. We will use reasonable efforts to make the Service available on a continuous basis, but we do not guarantee availability at all times, on all mobile devices, on all communications networks, or in all geographic regions.

6. Warranty Disclaimer. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE REQUIRED BY LAW, SALEM FIVE AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING IN ANY WAY OUT OF YOUR USE OR INABILITY TO USE THE SERVICES.

7. Changes to the Service. From time to time, features of the Service, the way you access or use the Service, or the functions made available through the Service may be modified. We will advise you of such changes. You must observe all such changes when using the Service. We reserve the right to substitute a different technology provider at any time without prior notice.

8. Right to Terminate the Service. We reserve the right to terminate the Service at any time.

9. Security. You must not leave your mobile device unattended or permit any person access to your mobile device such that the person may access the Service or your Security Codes, with or without your consent. For your security, you should password protect your mobile device. If you believe your mobile device, mobile banking User ID or mobile banking password have been lost or stolen, please log in to Salem Five Online Banking from a personal computer, click on the Customer Service tab then the "Manage mobile banking settings" link and disable the mobile banking services. In addition, we suggest you change your Salem Five Online Banking user ID and password. If you are unable to login to Salem Five Online Banking, please call the Contact Center at 800-850-5000.

10. Amendment. Salem Five may amend these Terms and Conditions at any time by reasonable prior notice to you. However, if the change is made for security purposes, we can implement it without giving you prior notice. Your continued use of the Service following notice of the amendment constitutes your acceptance of the amendment.

Section B

Salem Five's Mobile Deposit Additional Terms and Conditions

In addition to all other Terms and Conditions, the following Terms and Conditions apply to your use of the mobile deposit service.

1. Eligible items. You agree to scan and to deposit only "checks", as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Salem Five is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items, which shall be considered ineligible items:

- ☐ Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited.
- ☐ Checks containing an alteration on the front of the check or item, or that 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 is drawn.
- ☐ Checks payable jointly, unless deposited into an account in the name of all payees.
- ☐ Checks previously converted to a substitute check, as defined in Reg. CC.
- ☐ Checks drawn on a financial institution located outside the United States.
- ☐ Checks that are remotely created checks, as defined in Reg. CC.
- ☐ Checks not payable in United States currency.
- ☐ Checks dated more than 6 months prior to the date of deposit or checks dated more than the time permitted on the check prior to the date of deposit.
- ☐ Checks or items prohibited by Salem Five's current procedures relating to the Services or that are otherwise not acceptable under the terms of your Salem Five account.
- ☐ Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- ☐ Checks with any endorsement on the back other than that specified in this agreement.
- ☐ Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- ☐ Checks without pre-printed check numbers, including but not limited to money orders not drawn on financial institutions (i.e. postal money orders, Western Union money orders, etc.) starter kit checks or counter checks.

2. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Service as "For deposit only, account #_____" or as otherwise instructed by Salem Five. You agree to follow any and all other procedures and instructions for use of the Service as Salem Five may establish from time to time.

3. Split Deposits. The system does not permit split deposits. Each check you deposit must be deposited in full to a single account. Once the deposit has been credited to that account, you should transfer funds to other accounts.

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

5. Availability of Funds. We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy for your Mobile Deposit Account.

6. Disposal of Transmitted Items. Upon your receipt of a confirmation from Salem Five that we received an image you transmitted and our confirmation that the deposit has been credited to your account, you agree to retain the check for 10 calendar days from the date of the image transmission. You should keep the check in a secured location. After 10 days, You agree to destroy the check 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 Salem Five upon request.

7. Deposit Limits. For security reasons, the Bank has established deposit limits for the use of its Service. Deposits to your Account are limited to \$2,500 per transaction, \$2,500 in aggregate per Business Day (defined as Monday through Friday, and specifically excluding Saturday, Sunday, and Federal holidays); and \$10,000 in aggregate per 25 business day period. You may make a maximum of 10 deposits per 25 business day period. Deposits made to your Account on a non-Business Day, e.g., Saturday, Sunday, and Federal holiday, will be aggregated on the next occurring Business Day. We reserve the right to change your 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 Salem Five account. 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 does not amount to a waiver of rights of any sort; it will still be subject to the terms of this Agreement; and we will not be obligated to allow such a deposit at other times.

8. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Salem Five's sole discretion subject to the Consumer Banking Services Agreement or Business Banking Services Agreement governing your account.

9. Errors. You agree to notify Salem Five of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable Salem Five account statement is sent. Unless you notify Salem Five within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Salem Five for such alleged error.

10. Errors in Transmission. By using the Service, you accept and assume the risk that an item may be intercepted or misdirected during transmission. Salem Five bears no liability to you or to others for any such intercepted or misdirected items or information disclosed through such errors.

11. Image Quality. The image of a check or item transmitted to the Bank using the Service must be legible. The image quality of the checks and items must comply with the standards established and modified from time to time by the American National Standards Institute, or any additional standard set by us, and with any requirements set by any clearinghouse we use or agreement we have with respect to processing checks or items. 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 delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

12. User Warranties and Indemnification. You warrant to Salem Five that:

- a. You will only transmit eligible items.
- b. You will not transmit duplicate items.
- c. You will not re-deposit or re-present the original item.
- d. All information you provide to Salem Five is accurate and true.
- e. You will comply with this Agreement and all applicable rules, laws and regulations.
- f. You are not aware of any factor that may impair the collectability of the item.

You agree to indemnify and to hold harmless Salem Five from any loss for breach of this warranty provision.

13. Cooperation with Investigations. You agree to cooperate with us 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 Service in your possession and your records relating to such items and transmissions.

Section C

Salem Five's Mobile People Pay Transfers Terms and Conditions

If you process People Pay Transfers using our mobile application, the following terms and conditions shall also apply.

When you originate People Pay Transfers, you authorize Salem Five and our service provider to initiate debit entries, upon your instructions, from your Salem Five account and to transmit those funds to third parties. You may transmit funds in one of the following three ways: 1) via recipient's email or mobile number; 2) as a deposit to the recipient's bank account; or 3) or as a transfer via recipient's PayPal account. You will choose the transfer method upon entering the transfer instructions. You agree and warrant to us that you will only originate People Pay Transfers 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.

- (i) For transfers via recipient's email or mobile number, the recipient must provide you with an email address or a mobile phone number in order to receive notification of the transfer with claim instructions. To ensure proper processing of the transfer, the recipient should confirm the email address or mobile phone number they provide you is valid and that they are able to log in and retrieve emails sent to that address or that they can receive text messages and access a website at the provided mobile phone number. To claim a transfer, the recipient must access the link provided in the email or text message, successfully enter the claim number on the claim site, and provide the ACH routing number for the receiving bank, their account number at the receiving bank and the type of account (checking or savings). Incorrect bank or account information provided by the recipient or by you will result in a rejected transfer and may take up to 10 business days for you to receive credit back to your account. To ensure same day processing, the recipient must claim the funds by 8:00 p.m. Eastern Time. Recipient claims entered on a non-business day will be processed on the following business day. You must have sufficient available funds in your account for the amount of the transfer plus any applicable fees when the recipient claims the payment or the transfer will be declined. You may cancel the transfer before the recipient claims the funds. If the recipient declines the transfer or does not claim the funds within 10 calendar days of the transfer date, the transfer will be automatically cancelled. If the recipient
- (ii) For transfers via recipient's bank account, the recipient must provide you with an email address or a mobile phone number, the ACH routing number for the receiving bank, their account number at the receiving bank and the type of account (checking or savings). To ensure proper processing of the transfer, the recipient should confirm this information with their bank prior to providing the information to you. Incorrect bank or account information provided by the recipient or by you will result in a rejected transfer and may take up to 10 business days for you to receive credit back to your account. To ensure same day processing, you must schedule your transfer by 8:00 p.m. Eastern Time. You must have sufficient available funds in your account for the amount of the transfer plus any applicable fees at the time you

schedule the transfer or the transfer will be declined. People Pay transfers cannot be scheduled to occur on a non-business day and cannot be modified, cancelled or recalled once the transfer has been entered.

- (iii) For transfers via recipient's PayPal account, the recipient must provide you with a valid email address or mobile phone number. To ensure proper processing of the transfer, the recipient should confirm the email address is valid and that they are able to log in and retrieve emails sent to that address or that they can receive text messages at the provided mobile phone number. The recipient must have an existing PayPal account associated with that email address or mobile phone number, they must associate that email or mobile phone number with an existing PayPal account or they must open a new PayPal account associated with that email address or mobile phone number. You must have sufficient available funds in your account for the amount of the transfer plus any applicable fees at the time you schedule the transfer or the transfer will be declined. Transfers sent via PayPal may be entered at any time, are processed immediately, and cannot be modified, cancelled or recalled once the transfer has been entered. PayPal may have rules, regulations, and policies governing the receipt of these transfers and the crediting of them to a PayPal account. Any questions regarding PayPal's rules, regulations or policies must be addressed with PayPal. If you choose to send your money via the PayPal option and the recipient doesn't claim the money or doesn't have or open a PayPal account, the funds may not be returned to you by PayPal for up to 45 days. You agree that Salem Five is unable to return the money and that you must contact PayPal to request an return of the funds, and that the return of funds is solely within PayPal's control, including the timeframe to complete the return.

We will transfer the funds using the instructions you provide, and you are solely responsible for the accuracy of those instructions. It is your responsibility to maintain the confidentiality of the information the recipient provides to you. People Pay Transfers may only be originated on a single entry basis.

Limitations: For security reasons, the Bank has established limits on the amount of funds that can be transferred via People Pay Transfers. People Pay Transfers sent to the recipient's bank account are limited to \$750 per transaction and \$1,000 in aggregate per day. People Pay Transfers sent to the recipient's email or mobile are limited to \$250 per transaction and \$1,000 in aggregate per day. People Pay Transfers sent to recipient's PayPal account are limited to \$250 per transaction and \$500 in aggregate per day. The total of all People Pay Transfers from your account per day is \$1000. We reserve the right to change your People Pay 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 Salem Five account.

It may take up to three business days for a transfers you initiate from your account via email, mobile, or deposit to the recipient's bank account to be received by the recipient. Transfers sent via PayPal are transmitted immediately.

If you conduct People Pay Transfers from a money market account or savings account please note that the transfers are included in the aggregate permitted amount of 6 combined pre-authorized, automatic, or telephone transfers per statement period from said account to third parties. Transfers or withdrawals by debit card or similar order payable to third parties are also included in the aggregate limit of pre-authorized transfers.

A fee may be charged for People Pay Transfers. Consult our current *Fee Schedule* for applicable fees.

Section D

End User License Agreement for Downloadable App

1. Ownership. You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the downloaded software to be used for access to the Service and the computer programs contained therein in machine readable object code form, as well as of any accompanying user documentation and all subsequent copies, updates or versions thereof that 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 License Agreement, you are hereby granted a limited, nonexclusive license to use the Software. All rights not expressly granted to you by this License 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 (except as may be provided by Salem Five), or updates to the Software. This License Agreement may be terminated at any time, for any reason or for no reason. On 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. Warranty Disclaimer. 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 OF 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 DAMAGES RESULTING FROM THEIR USE.

5. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, SALEM FIVE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF THEIR RESPECTIVE AFFILIATES, EMPLOYEES OR DIRECTORS 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) ON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR OF 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 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 you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, 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 Massachusetts 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 Salem Five is responsible for any of the materials, information, products or services made available to you via the Software.