

Thank you for choosing Solvay Bank Mobile Banking, including Mobile Deposit. With Mobile Banking you have access to your accounts right from your mobile device. You can perform everyday banking functions like accessing account balances, viewing account history, transferring money between accounts, and paying bills, 24 hours a day, 7 days a week. Solvay Bank Mobile Banking is made available to you as part of Solvay Bank Online Banking. By participating in the Mobile Banking program, you are agreeing to the terms and conditions presented here.

Solvay Bank (referred to in this Agreement sometimes as “we” or “us”) reserves the right in our discretion to amend these terms and conditions at any time. Amendments will be made available to you on our website, and your continued use of Solvay Bank Mobile Banking will demonstrate your agreement to such amendments.

Please read the terms and conditions below carefully, print and retain a copy for your records. Capitalized terms not otherwise defined herein shall have the meanings set forth for them in the Online Banking e-Signature and Electronic Disclosure Agreement.

### ***Mobile Banking General Terms and Conditions***

We reserve the right to modify the scope of the Mobile Banking service at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may be limited over some mobile networks, and also while roaming.

**Relationship to Other Agreements.** When you use Mobile Banking, you remain subject to the terms and conditions of all your existing agreements with us. You will continue to be subject to the terms and conditions of your existing agreements with any other service providers, including your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and this Agreement does not amend or supersede any of those agreements. Those agreements may provide for fees, limitations and restrictions that might affect your use of Mobile Banking (for example, your carrier or provider may impose data or text message charges for your use of Mobile Banking), and you are solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. So, you agree to resolve any problems with your carrier or provider directly with them without involving us. If you have problems with Mobile Banking, you should contact us directly.

#### **Availability.**

- Mobile Banking is available on these major mobile service carriers in the U.S.: AT&T®, Sprint®, Verizon Wireless®, T-Mobile®, and US Cellular®. Mobile banking is also available on some smaller carriers including, but not limited to: Boost Mobile, Cricket Wireless, Metro PCS, Pioneer Cellular and Virgin Mobile USA. Mobile banking access from non-Tier 1 carriers depends on the contractual agreement between the SMS gateway provider and the individual.
- We assume no responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network you use to access Mobile Banking. You agree to exercise caution when utilizing Mobile Banking on your Wireless Device and to use good judgment when obtaining or transmitting information.
- You agree that we and our service providers may send you, by short message service, e-mail, and other methods, communications relating to Mobile Banking (with an opportunity to opt- out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking.
- You agree to use Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at (315)484.2201, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking services.

- The Solvay Bank Mobile Banking service may be unavailable, delayed, or interrupted, with or without notice, from time to time as a result of technical difficulties, maintenance, or events outside our control. We will have no liability to you or any other person for such interruptions, delays, or unavailability, although we may post alerts to our website for purposes of notifying you of such events.

**Proprietary Rights.** You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any software or other mobile device applications associated with Mobile Banking.

**User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us, or cause us to lose any services from our service providers; (f) be defamatory, trade libelous, unlawfully threatening or harassing; (g) reasonably be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) gain unauthorized entry or access to the computer systems or data of others.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, Solvay Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive 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"). Solvay 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. Solvay 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.

**Not for Commercial Use or Re-Sale.** You agree that the Mobile Banking Services are for your use as a Solvay Bank Personal Online Banking or Business Online Banking customer only. You agree not to resell or make commercial use of Mobile Banking.

**Indemnification.** You agree to indemnify, defend, and hold us harmless from and against any and all claims, liability, damages, expenses and costs (including reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Agreement, your violation of applicable federal, state or local law, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

**Mobile Banking Services Limitations.**

- Technical or other difficulties related to Mobile Banking may occur that result in loss of data, personal settings or interruptions. Neither we nor any of our service providers assumes responsibility for any disclosure of account information to third parties, the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking.
- We assume no responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network you use to access Mobile Banking. You agree to exercise caution when

utilizing the Mobile Banking application on your Wireless Device and to use good judgment when obtaining or transmitting information.

- Activity Information is synchronized between the Mobile Banking service and our website. Transfer and payment information available via the Mobile Banking service may differ from the information that is available directly through our website. Information available on our website may not be available via Mobile Banking, may be described differently, or may be more current than the Mobile Banking information, including balance information. We are not responsible for such differences. Additionally, you agree that we will not be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

#### **Changes or Cancellation.**

- You may cancel your participation in Mobile Banking at any time by modifying your user options within Solvay Bank Online Banking to remove all mobile devices. Alternately you may call us at (315) 484.2201.
- We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including your non-use of Mobile Banking. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.
- You can change your Mobile Banking settings from your personal computer when you log into Solvay Bank Online Banking. Click on User Options. Scroll to Mobile Banking Profile and click "Manage Devices" You'll be able to update your mobile information (add, change or delete phone numbers), change account nicknames and assign your default account. If you need additional assistance with changing your Mobile Banking settings, email us at [info@solvaybank.com](mailto:info@solvaybank.com) or contact Customer Care at (315) 484.2201.

**Loss of Mobile Device or change in Mobile Phone Number.** In the event of loss of device or change in phone number, you agree to notify us by changing your Mobile Banking settings within Solvay Bank Online Banking or by contacting Customer Care at (315) 484.2201.

**Questions.** You can contact us at [info@solvaybank.com](mailto:info@solvaybank.com) or by phone at (315) 484.2201, or at any time, from your mobile device, send a text message with the word HELP to this number: 96924.

#### ***Text Banking Services***

Solvay Bank offers our customers mobile access to their account information (e.g., for checking balances and last transactions) over text messaging, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Message frequency depends on account settings. Message & data rates may apply.

**To Stop the Program:** To stop the messages coming to your phone, send a text that says STOP to this number: 96924. You'll receive a one-time opt-out confirmation text message. And after that, you will not receive any further messages.

#### ***Mobile Web and Mobile App Banking Services***

**Location Based Information.** If you use any location-based feature of Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location-based features of Mobile Banking.

**Charges for the mobile web and mobile app banking service.** Although Solvay Bank is not currently charging for this service, you agree to pay for Mobile Banking in accordance with our fee schedule as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. If we add to or enhance the features of Mobile Banking, by using such added or enhanced features you agree to pay for them in accordance with the fee schedule. Your mobile device carrier's standard messaging and data fees may apply.

### *Mobile Deposit*

Solvay Bank Mobile Deposit is made available to you as part of Solvay Bank Online and Mobile Banking. Your use of Solvay Bank Mobile Deposit constitutes your acceptance of this Agreement; the Deposit Account Agreements applicable to your checking, savings, and money market Accounts; and the Online Banking e-Signature and Electronic Disclosure Agreement; all of which are incorporated herein by reference. In the event of any inconsistency between this Agreement and the Online Banking e-Signature and Electronic Disclosure Agreement, this Agreement controls. By pressing the "Accept" button, and with each use of Solvay Bank Mobile Deposit, you accept and agree to be bound by the terms and conditions stated within this agreement and the Online Banking e-Signature and Electronic Disclosure Agreement, as amended from time to time.

**Use of the Service.** Solvay Bank Mobile Deposit allows you to remotely deposit checks into your qualifying checking, savings, or money market account by scanning an image of the front and back of the check with your mobile device's digital camera and delivering the image to us using the Solvay Bank Mobile Deposit software. When depositing a check using Solvay Bank Mobile Deposit, you must add the following restrictive indorsement to the back of the check: "For Deposit Only – Account No \_\_\_\_\_" and you must fill in the account number. You agree to comply with all procedures and instructions we establish for use of Solvay Bank Mobile Deposit, as amended from time to time.

**Enrollment.** You are automatically enrolled in Solvay Bank Mobile Deposit when you enroll in Solvay Bank Mobile Banking.

**Termination of Service.** We reserve the right to terminate, modify, or suspend your use of Solvay Bank Mobile Deposit at any time, with or without cause, including if we reasonably believe that you have breached the terms and conditions for use of Solvay Bank Mobile Deposit, or as otherwise provided in the Online Banking e-Signature and Electronic Disclosure Agreement. We further reserve the right to terminate, modify, or suspend your use of Solvay Bank Mobile Deposit in the event we establish new conditions and qualifications for use, and you, or your equipment and software, do not meet such conditions and qualifications.

**Technical Requirements.** In order to use Solvay Bank Mobile Deposit, you must have your own compatible mobile device (such as a cellular phone, smart phone or tablet) with internet access and a digital camera. All mobile devices and software must meet our minimum technical requirements, which are available at [www.solvaybank.com](http://www.solvaybank.com) and which may change at our discretion at any time. You are solely responsible for obtaining, maintaining, and paying for all mobile devices, software, and services (such as text messaging, data transmission, and Internet access capability) necessary for use of Solvay Bank Mobile Deposit.

**Image Quality.** Check images and transmissions using Solvay Bank Mobile Deposit must clearly show all information on the front and back of the check, including your proper indorsement, and must comply with the standards established by us, our third-party vendors, and governmental and industry regulators. Each image must be legible, true, and accurate, and you may not alter a check image in any way. We are not responsible or liable for any loss or delay arising out of a transmitted image that does not comply with these requirements.

**Transaction Limits.** We may establish limits on the number of checks or the total dollar amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice to you.

**Items Eligible for Deposit.** You agree to scan and deposit only “checks” into your Account (certain types of negotiable demand drafts, as defined in Federal Reserve Regulation CC, 12 C.F.R. Part 229). Once scanned and transmitted to us, the check image will be treated as a deposit under your Deposit Account Agreement and applicable notices and disclosures. You agree not to deposit any of the following types of checks or other items using Solvay Bank Mobile Deposit:

- Checks drawn on institutions outside the United States (i.e., foreign checks);
- Checks made payable in any currency other than United States currency (dollars);
- Checks dated more than 6 months prior to the deposit;
- Post-dated checks (i.e. a check made payable after your date of deposit);
- A check that has previously been presented for deposit at Solvay Bank or another financial institution;
- Checks for which you are aware that a stop payment has been issued for said check;
- Checks payable to any person or entity other than you (i.e., payable to another party and then indorsed to you);
- Checks made jointly payable to you and another person, unless the deposit is to a jointly-held account with that person and both you and that person have indorsed the check;
- United States Treasury bonds;
- Traveler’s checks, money orders, or substitute checks;
- Any check that does not meet the requirements of this agreement or any other agreement you have with us;
- Any check that has already been scanned using Solvay Bank Mobile Deposit or using a remote deposit capture service of another institution;
- Checks that contain evidence of alteration, 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; or
- Checks which exceed the daily or individual check deposit limits discussed herein.

With each check you deposit using Solvay Bank Mobile Deposit, you represent and warrant that the check is eligible for deposit, is properly payable and collectible, and is not subject to any defense against payment or collection. You further represent and warrant that the check and your use of Solvay Bank Mobile Deposit comply with all terms and conditions applicable to Solvay Bank Mobile Deposit, Solvay Bank Mobile Banking, Solvay Bank Online Banking, and the Account, and comply with all applicable state and federal laws, rules, and regulations. If you deposit any check not permitted by this Agreement, you agree to indemnify and hold us harmless from and against any loss, liability, damages, or expenses (including attorney’s fees) arising out of or in connection with the deposit. To the fullest extent permitted by law, we reserve the right, in our sole discretion, to reject any check or item you transmit to us for deposit into your Account.

**Fees.** You agree to pay all applicable fees and charges set forth in the Fee Schedule for Solvay Bank Online Banking, as amended from time to time, as well as any applicable fees or charges under your Deposit Account Agreement and Solvay Bank Online Banking e-Signature and Electronic Disclosure Agreement.

**Deposit Status.** After a check has been deposited using Solvay Bank Mobile Deposit and received by us, you should monitor the check’s processing status using the Solvay Bank Mobile Deposit service. The status of your deposited checks will be posted periodically throughout the day up until 4:00 pm (ET), so you should monitor your check status throughout the day. You will not receive a separate confirmation that a check image has been received by us. Contact us immediately if you suspect any error or that we did not receive the transmission. Please refer to your Deposit Account Agreement for additional responsibilities with respect to notifying us of problems with your deposits. If we become aware of a problem with your deposit (such as the check is rejected, the check image is unusable, the check was previously presented or deposited, or the type of check is not permitted), we will attempt to contact you within three business days.

**Funds Availability.** Availability of funds from checks deposited using Solvay Bank Mobile Deposit will be in accordance with your Deposit Account Agreement and our Funds Availability Policy. In general, and subject to

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our Funds Availability Policy, if a check is deposited using Solvay Bank Mobile Deposit before 2:30 pm (ET) and is accepted by us, that day will be the day of deposit and provisional credit on the funds will be made available the next business day. Checks deposited at 2:30 pm (ET) or later will be considered deposited the next business day. Pursuant to your Deposit Account Agreement, and to the extent permitted by law, each deposit and the availability of funds from the deposit are subject to our rights of charge-back, reversal, refund, and set-off, and our right to place a hold on the check for purposes of review and verification.

**Security and Investigation.** Your use of Solvay Bank Mobile Banking is subject to all security requirements set forth in the Solvay Bank Online Banking Terms and Conditions, including your obligation to keep your mobile device and its transmissions secure from unauthorized access. You agree to securely store each check that you deposit using Solvay Bank Mobile Deposit for a 30-day period after we have accepted the check. After 30 days, you will securely destroy the check (such as by use of a document shredder). After you have deposited a check using Solvay Bank Mobile Deposit, you agree to never re-deposit or re-present the check, or to negotiate or indorse the check to another person or financial institution. During the time the retained check is available, you will promptly provide the check to us upon our request and fully cooperate with us in any related investigation or dispute resolution. Notify us immediately if you learn of any unauthorized access, loss, or theft of the original check.

**Errors.** You agree to notify Solvay Bank of any suspected errors regarding checks deposited through Solvay Bank Mobile Deposit as soon as possible. Unless you notify Solvay Bank within 60 days after your next Solvay Bank account statement relating to a suspected error, the statement regarding all deposits made through Solvay Bank Mobile Deposit shall be treated as correct, and you agree not to bring a claim against Solvay Bank for the suspected error.

**Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SOLVAY BANK MOBILE DEPOSIT SERVICE AND SOFTWARE. IF YOU ARE A BUSINESS CUSTOMER, WE FURTHER DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WITHOUT LIMITATION OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE SOLVAY BANK MOBILE DEPOSIT SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. YOU AGREE THAT USE OF THE SOLVAY BANK MOBILE DEPOSIT SERVICE AND SOFTWARE IS AT YOUR OWN RISK AND ON AN "AS IS" AND "AS AVAILABLE" BASIS.