

Terms and Conditions for First Federal Lakewood Business Mobile Banking Services



Terms and Conditions: First Federal Savings and Loan Association of Lakewood, which will be referenced going forward in this document as “FFL”.

Thank you for using **FFL** combined with your handheld’s text messaging capabilities. **Message & Data rates may apply.** For help, texts “**HELP**” to 48179. To cancel, texts “**STOP**” to **48179** at any time. In case of questions please contact customer service at 216-529-2970 or visit www.ffd.net.

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- Program: FFL 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 on-going. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.
- Questions: You can contact us 216-529-2970, 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: 48179. 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 Business Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, Sprint PCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, Metro PCS and any software you may obtain from Business Mobile Banking (“Software”) may not be available at anytime for any reason outside of the reasonable control of FFL or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Business Mobile Banking, FFL 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 Business Mobile Banking or the Software (collectively “User Information”). FFL 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 Business 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. FFL and its affiliates and service providers also reserve the right to monitor use of Business 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 Business 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 Business 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 FFL (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 FFL or any third-party service provider involved in the provision of Business 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 FFL, any third-party service provider involved in providing Business 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 Business Mobile Banking or the Software, the security of Business Mobile Banking or the Software, or other customers of Business Mobile Banking or the Software; or (d) otherwise abuse Business Mobile Banking or the Software.

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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 and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

ADDITIONAL TERMS AND CONDITIONS:

Messaging and Data Charges: By participating in the Services or using the Software you agree that the Services or Software may require the use of your handheld device's data and text messaging capabilities and that standard data and text messaging charges apply in accordance with your Service Agreement with your Mobile Service Provider. You agree that FFL is not responsible for any charges you may incur while using the Services and Software provided as part of this agreement.

"Smartphones" and Other Web Enabled Devices: You acknowledge that Smartphones and other Web Enabled Devices are subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on such devices.

Business Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your account(s). The information contained within Business Mobile Banking and any related software is for informational purposes only. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through Business Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Business Mobile Banking. Additionally, not all of the products, services or functionality described on the Business online banking site(s) or your Business online banking agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service or functionality at any time.

Information available via Business Mobile Banking, including balance, transfer and payment information may differ from the information that is available directly through the Business Online Banking site without the use of a mobile device. Information available directly through the Business online banking without the use of a mobile device may not be available via Business Mobile Banking, may be described using different terminology (including capitalized terms used in the Agreement or on our online banking site(s)), or may be more current than the information available via Business Mobile Banking, including but not limited to account balance information. The method of entering instructions via Business Mobile Banking may also differ from the method of entering instructions directly through the Online Banking without the use of a mobile device. Processing of payment and transfer instructions may take longer through Business Mobile Banking. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the Business Mobile Banking.

Additionally, you agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through Business Mobile Banking, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. Any losses or charges incurred through loss of mobile device or the safeguarding or failure to safeguard passwords will remain your responsibility.

FFL reserves the right to change these Terms and Conditions at any time. When material changes are made, we will notify you. You are solely responsible for providing updated addresses as necessary. Revised Terms and Conditions shall become effective at the earliest date allowed by applicable law or regulation. In the event of any conflict between the Business Mobile Banking Terms and Conditions and other terms and conditions related to your account(s) to which Business Mobile Banking and any related software may be applicable, the Terms and Conditions of Business Mobile Banking will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict. Continued use of Business Mobile Banking and any related Software constitutes your agreement with and acceptance of this Agreement, as well as any future changes to these Terms and Conditions.

Exclusion of Warranties. The customer has requested that FFL allow customer to access customer's accounts remotely by mobile phone utilizing the internet. Except as otherwise expressly stated in these Terms and Conditions or in the Agreement for Internet Banking, FFL makes no representation or warranty, either expressed, implied or statutory, concerning the Services including that any Software application provided by FFL to facilitate Business Mobile Banking by customer through customer's mobile phone number will operate uninterrupted or error free. The customer expressly confirms acceptance and use of any Software application "as is" and without warranty of any character whatsoever and customer assumes all risk of loss resulting from conducting Business Mobile Banking. Customer is exclusively responsible for providing mobile phone service compatible with the Services and any Software application provided by FFL for the Services to be provided.

No Liability and Hold Harmless. FFL will use commercially reasonable efforts and ordinary care to provide the customer with access to the Services in accordance with these Terms and Conditions. In no event, however, shall FFL be liable for its failure to provide access to Business Mobile Banking services or for customer's failure to receive message service whether either as a result of an error in or interruption of any Software application or as a result of any failure or interruption of customer's mobile phone service or equipment. Without limiting

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the generality of the foregoing, FFL shall not be liable to the customer for delays or errors occurring by reason of circumstances beyond the control of FFL, including without limitation, the failure of communication networks and interference with or interruption of internet access or service, the failure of equipment, or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood or other catastrophes, acts of God, insurrection, war, riots, failure of transportation, failure of vendors, communication or power supply, or malfunction of or unavoidable difficulties with its equipment. FFL will not be liable for consequential, incidental, special or, exemplary damages or lost profits, even if the customer advises FFL of the possibility of such damages. Customer acknowledges and agrees that customer is solely responsible for protecting the confidentiality and security of customer's username and password, both of which are required in order to access banking information through mobile and internet banking. Customer further acknowledges having been informed that the Bluetooth application on customer's mobile phone equipment must be turned off when accessing Business Mobile Banking in order to protect the privacy of the User Information. Customer assumes and accepts all responsibility for the accuracy of all transactions performed or undertaken utilizing the Services made available by FFL at customer's request. Customer shall hold FFL harmless from and against any liability of any character attributable to customer's use of the Services.

TERMS AND CONDITIONS FOR FFL BUSINESS MOBILE DEPOSIT SERVICE

This Agreement contains the Terms and Conditions that govern the use of the Business Mobile Deposit feature provided to you by First Federal Savings Association and Loan Association of Lakewood, which will be referenced going forward in this document as "FFL".

By accepting these Terms and Conditions you acknowledge and agree to abide by the rules and requirements for use of the Business Mobile Deposit feature and other relevant Agreements including, but not limited to FFL Deposit Account Agreements and Business Mobile Banking Agreement. In this Agreement, the words "You" and "Your" means the (business consumer, business customer) that applied for and/or uses the Business Mobile Deposit feature provided by FFL as described in this Agreement. The words "We", "FFL" "the Bank" mean First Federal Savings and Loan Association of Lakewood (FFL). Your acceptance of invitation from FFL for the Business Mobile Deposit feature, your FFL Deposit Account Agreement and Business Mobile Banking Agreement are hereby incorporated into one and made a part of this Agreement

Use of the Services Following confirmation of your use of the services by FFL, authorized by FFL to remotely deposit paper checks received to your account with FFL (the "Account") by electronically transmitting a digital image of the paper check(s) to FFL for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement

Upon receipt of the digital image, FFL will review the image for acceptability. FFL is not responsible for any image FFL does not receive. Following receipt of the image, FFL may process the image by preparing a "substitute check" or clearing the item as an image transaction. Notwithstanding anything to the contrary, FFL reserves the right, within its sole and absolute discretion, to accept or reject any item for remote deposit into Your Account. Any amount credited to Your Account for items deposited using the Service is a provisional credit and you agree to indemnify FFL against any loss you suffer because of your acceptance of the remotely deposited check.

In addition you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

Compliance with Law You agree to use the Service for lawful purposes and in compliance with laws, statutes, regulations and ordinances pertaining to the services, all laws relating to the banking transactions contemplated hereunder. You agree that you will only transmit acceptable items for deposit and have the original items in accordance with applicable laws, rules, and regulations. You promise to indemnify and hold FFL harmless for any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of the Account and this Agreement.

Check Processing and Requirements Any image of a check that you transmit to FFL must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. The original check will be transmitted accurately and legibly and will provide the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) Payee information placed on the check prior to the time an image of the check is captured and properly endorsed on the back of the check. Checks payable to a third party will not be accepted for deposit (i.e. any item that is made payable to another party and then endorsed to the customer by such party). Checks must be payable to and deposited into the account bearing the same Business name. If the check is payable to all account owners, then either customer may endorse the check; unless the check is payable with "and" then all payee's must endorse the check to be accepted for deposit. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Deposit Confirmation You understand that you will not receive a notification confirming receipt of your deposit, and that you must check your account on the next business day for confirmation.

Rejection of Deposit You understand FFL reserves the right to reject any item for Business Mobile Deposit for any reason, including but not limited to, rejection of a Substitute Check that was created by another financial institution, customer or any other person. You are responsible for any loss or overdraft, plus any applicable fees due to an item being returned.

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Limitations on Frequency and Dollar Amount You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of Business Mobile Deposits that are set forth by FFL. These maximum limits may not be applicable to all consumers and are subject to change at any time. The maximum deposit limits are:

“Per Daily Limit” - \$5,000

“Per Check Limit” - \$5,000

Items Returned Unpaid If images of checks deposited are dishonored or otherwise returned unpaid by the drawing bank, or are returned by a clearing agent for any reason, including, but not limited to issues relating to the quality of the image and or duplication, you understand and agree that the original check will not be returned as it would have been destroyed by you in accordance with the procedures within this disclosure (see Storage and Destruction of Original Check section). The image will be in the form of a paper reproduction of the original check or a substitute check unless otherwise instructed. You will not deposit the original check and understand your account will be charged the amount of the item returned along with a return item fee.

Unavailability of Services You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. It is your sole responsibility to verify that items deposited have been received and accepted for deposit by FFL by checking your account via Mobile or Online Banking. In the event that the Services are unavailable, you acknowledge that you can deposit an original check by mailing the original check to the mailing address on FFL's website www.ffl.net or depositing at anyone of our branches, also noted on FFL's website www.ffl.net. Branch Business Hours are Monday - Thursday; 8:00 a.m. to 4:00 p.m. EST; Friday; 8:00a.m. – 6:00p.m., EST, Saturday 9:00a.m. - 1:00 p.m. EST.

Funds Availability You understand and agree that, for purposes of deposits made using the Service, the place of deposit is Lakewood, OH. With regard to the availability of deposits made using the Service, such funds will be available once the check(s) has been approved and processed, typically one to two business days, taking into account that check deposits received after 4:30pm Monday – Friday, or on Saturday, Sunday, and Holidays, will not be processed until the next business day. You understand that you are responsible to confirm the funds availability by checking your account.

Internal Controls and Audit You understand and agree to adhere to the Internal Controls as described in this agreement and further detailed within this section. Furthermore you agree to comply with the Audit requirements prescribed by FFL within this Agreement. Upon confirmation, by checking your FFL Account, that we have received the image of the item, you agree to prominently mark the item as “Electronically Presented” or “Void” and never re-present the item.

Customer's Warranties You make the following warranties and representations with respect to each image of an original check you transmit to FFL utilizing the Services:

- Each image of a check transmitted to FFL is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check;
- The amount, the payee, the signature(s), and the endorsement(s) on the original check are legible, genuine, and accurate;
- You will not attempt to re-deposit or otherwise endorse to a third party the original item (the original check) once it has been submitted to FFL as a Business Mobile Deposit.
- Other than the digital image of an original check that you remotely deposit through your Services, there should be no copies made of the original check.
- You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check;
- The information you have provided remains true and correct and, in the event any such information changes, You will immediately notify FFL of the change;
- You have not knowingly failed to communicate any material information to FFL;
- You have possession of each original check deposited using the Services and no party will submit the original check for payment;

Storage and Destruction of Original Check You must securely store each original check for a period of 30 days after receipt that the file has been accepted. Within those 30 days you will take appropriate security measures to ensure that: (i) the information contained on the check(s) are not to be disclosed, (ii) the checks will not be duplicated or scanned more than one time, and (iii) checks will not be deposited or negotiated in any form. This means the original check(s) must be accessible after a file has been accepted by the Bank. After 30 days, the original check will be destroyed using a cross-cut shredder. You understand that you are responsible for any loss caused due to the failure to secure the original check(s).

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Securing Images on Mobile Devices When using the Service, You understand that check images captured using your mobile device may be stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

Customer's Indemnification Obligation You understand and agree that you are required to indemnify FFL and hold FFL harmless against any and all claims, actions, damages, liabilities, costs, and expenses, arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

In Case of Errors In the event that you believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, you will immediately contact FFL regarding such error or breach as set forth below.

Telephone FFL at: 216-529-2970 or e-mail at FFL info@ffl.net .

Limitation of Liability You understand and agree that FFL is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

Charges for Use of the Services All charges associated with the Services are disclosed in First Federal of Lakewood's Schedule of Deposit Account Fees.

DISCLAIMER OF WARRANTIES YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

Change in Terms FFL may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the Services after receipt of notification of any change by FFL constitutes your acceptance of the change.

Relationship to Other Disclosures The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account. Related disclosures, including FFL's Electronic Fund Transfer disclosure, are located at www.ffl.net/disclosures .

Governing Law You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of OHIO notwithstanding any conflict-of-law doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of OHIO.

Periodic Statement Any remote deposits made through the Services will be reflected on your monthly account statement. You understand and agree that you are required to notify FFL of any error relating to images transmitted using the Services by no later than 60 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Unacceptable Deposits You understand and agree that you are not permitted to deposit the following items using the Services:

- Any item drawn on your account
- Any item that is stamped with a "non-negotiable" ;
- Any item that contains evidence of alteration to any of the information on the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner for the account on which the check or item is drawn;
- Any item issued by a financial institution in a foreign country;
- Any item that is incomplete;
- Any item that is dated twelve months prior to current date or in the future
- Savings Bonds;
- Any item that is not payable in US Dollars;
- Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.
- Any voucher payable thru check (when check states "payable through")

Termination of Services You may, by written request, terminate the Services provided for in this Disclosure and Agreement. FFL may terminate use of the Services at any time upon written notice. In the event of termination of the Services, You understand that you will remain liable for all transactions performed on your Account.