

Online and Mobile Banking Terms and Conditions



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1. Coverage. This Agreement applies to your use of Online Banking (“Internet Banking”), which permits you to access your accounts with First Federal of Lakewood via the Internet for various banking services. This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms “you” and “your” refer to each owner of an account accessible by Online Banking, and the terms “us,” “we,” and “our” refer to First Federal of Lakewood.

2. Enrollment. Access to Internet Banking can be provided in one of two ways

- **Online:** You may enroll for Online Banking via ffl.net to access your First Federal Lakewood accounts. During this process you will assign your access ID and password. Once you have completed the online enrollment process you will have access to your accounts and services offered by us.
- **In person:** You may also complete the same online enrollment process for online banking in the branch during the new account opening process. All information is kept strictly confidential and is not released to non-related third parties except as permitted by law. Please refer to our Privacy Statement for more information.

3. Your Responsibility. You are responsible for selecting all software, hardware and your Internet service provider and for any defect, malfunction or interruption in service or security due to hardware or software failure or your choice of an Internet service provider.

4. Password. Your Password has the same effect as your signature authorizing transactions. You agree to keep your Password safe, and not to disclose or make your Password available to anyone other than authorized users of your accounts. Be advised that anyone to whom you disclose your Password and anyone who has access to your Password will have full access and presumed authority to the services you can perform with online banking, including full access to your accounts. We have no ability to limit any such person’s authority. If anyone uses your Password, you will be responsible for any transactions performed by that person.

5. Security. We use a system of firewalls that serve as an immune system to protect our information applications from unauthorized intruders. Our computer operations specialists monitor this system for any indications of a breach. Additionally, we use and require you to use a browser that supports 128-bit encryption. And, we use an automatic “time out” system that will automatically log you off if, after 20 minutes of inactivity, you have not logged yourself off. As an added protection, we use a multi-layer authentication process. This process verifies your identity when you login from your registered computer or presents one of your selected challenge questions when you login from an unregistered computer and lets you know that you are in FFL’s internet banking site Customer liability. If you do not see the Green Secure URL address when you access the Online Banking site from your registered computer or one of your challenge questions does not appear when you log-in from an unregistered computer, DO NOT ENTER YOUR PASSWORD, disconnect from the site immediately, or call us (see Section 9. Loss of Password or Event of Unauthorized Transfer). Tell us at once if you believe your Password has been lost, stolen or otherwise become available to an unauthorized person; or, if your statement shows transfers that you did not make. An immediate telephone call to us is the best way to reduce any possible losses. You could lose money in your accounts, including any credit line, if available. If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500. Also, if your paper or e-mail/electronic periodic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was mailed or e-mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

6. Loss of Password or Event of Unauthorized Transfer. If you believe your Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if one of your challenge questions failed to appear: call our Customer Relationship Center toll free at: 800-966-7300 OR (within Cuyahoga County) 216-529-2700; Monday through Friday 8 am to 6 pm, and Saturdays 9 am to 2 pm; or write: First Federal Lakewood, 14806 Detroit Rd, Lakewood, OH 44107, Attention: CRC; or e-mail us at onlinehelp@ffl.net.

7. Services. Using Online Banking, you can:

- view account information
- internal and external transfer funds between your Qualified Accounts
- schedule a recurring or future transfer between your Qualified Accounts
- make payments out of your Qualified Accounts to your First Federal Lakewood loan accounts
- schedule monthly payments out of your Qualified Accounts to your First Federal Lakewood loan accounts
- request a Stop payment on an unpaid check
- reorder checks
- download to Intuit Quicken®,

The term “Qualified Accounts” means any of your First Federal Lakewood checking accounts, statement savings accounts, or “T-bill” accounts. Subject to available funds, you may transfer funds through Online Banking in any amount.

8. Processing Your Funds Transfer. We will process a funds transfer on the same day as your instructions if we receive your instructions before our Internet Banking cut-off hour of 9:00 p.m. EST (the "Cut-Off Hour"). If we receive your instruction after the Cut-Off Hour of that day, we will process the transaction no later than the Cut-Off Hour of the next day. If you schedule a funds transfer for a future date, we will process the transaction on that date. If you schedule a recurring funds transfer and the payment date does not exist in a month, the payment will be processed on the last day of that month or the business day previous to the scheduled date.

9. Canceling funds Transfers. You may cancel or change a scheduled funds transfer by selecting and accurately completing the appropriate fields from the payment menu. Any instruction to cancel or change a funds transfer must be made by the Cut-Off Hour of the day prior to the date the transaction is to be processed. If you do not accurately complete the appropriate instructions prior to that time, the transaction will be processed. You should cancel all scheduled transfers before you discontinue using the Internet banking program.

10. Overdrafts. When you schedule a funds transfer using online banking, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time or on a later date, if any, indicated in the instruction. We may charge these payments against your account even though the charge creates an overdraft, or we may refuse to make these payments if the charge would create an overdraft in your account. If your account becomes overdrawn, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft line of credit, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.

11. Limitations on Transfers. Under federal regulations, you may make no more than six preauthorized electronic funds transfers and telephone transfers, including online banking transactions, checks and point-of-sale transactions per month from your savings or money market deposit account. Of these six transactions, you are limited to no more than three transactions per month by check, draft, debit card or similar order (internet) to third parties. Each funds transfer through online banking from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts.

12. Fees. There is no charge to use Online Banking or to make internal transfers between your First Federal accounts. There is no charge for standard (3 day) external transfers. There is however a \$4.95 charge for next day external transfers. Please refer to our Schedule of Fees and charges to find out if other fees and charges may apply, such as overdraft, check reorder and stop payments, to name a few.

13. Periodic Statements. Your Online Banking account activity will appear on your periodic account statement..

14. ACH External Transfer - Consumer ACH Authorization and Agreement. You acknowledge that the External Transfer feature allow you to electronically transfer funds via the automated clearing house (ACH) between my eligible First Federal Lakewood Accounts and my External Accounts at other Financial Institutions, once I have successfully registered my external accounts. This includes: one-time on-demand transfers, which allow me to initiate multiple, non-recurring, individual transfers based on the transfer date and dollar amount that I request through the transfer funds feature of Online Banking from time to time; and/or recurring transfers, which allow me to initiate recurring transfer of a set dollar amount at regular intervals that I have established through the Transfer funds feature of Online Banking.

Subject to the terms of the External Transfer feature, including the Terms and Conditions of my Online Banking Agreement with First Federal Lakewood, You authorize First Federal Lakewood to initiate deposits and /or withdrawals to/from my eligible First Federal Lakewood accounts and each registered External Account. If any transfer date falls on a weekend or holiday, you understand and agree that the transfer may be executed on the next business day.

You represent and warrant that you have all necessary right, power, and authority to debit and credit the External Accounts you identify and that all information entered is complete and accurate. You agree that ACH transactions you authorize comply with all applicable law.

Should an incorrect amount be withdrawn from or deposited to your External Account(s) or your First Federal Lakewood account, you accept the responsibility of initiating the transaction to correct said error.

You acknowledge that the origination of ACH transactions must comply with the provisions of the applicable law and the rules of the National Automated Clearing House (NACHA). You request the Financial Institution that holds your External Account to honor all transfers initiated in accordance with your authorization.

15. Our Liability for Failure to Make Transfers. If you have given us all of the proper and timely instructions and have properly completed all fields required to process a transfer, and we do not complete that transfer to or from your account on time or in the correct amount according to our agreement with you, subject to the limitations contained in this Agreement, we will be liable for your losses or damages proximately caused by our failure. However, there are some exceptions, including but not limited to, the following:

We will not be liable to you if,

- Through no fault of ours, you do not have enough money in your account to make the transfer.
- The transfer would go over the credit limit on your overdraft line.
- Circumstances beyond our control (such as communications, electronic or computer system failure, fire or flood) prevent the transfer or use of Online Banking, despite reasonable precautions that we have taken.
- You have not properly followed the instructions for using Online Banking.

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- Your operating system is not properly installed or functioning properly.
- The failure resulted from any malfunctions of your browser, Internet service provider or computer, computer virus or other problems relating to the computer equipment you use with Online Banking, including, without limitation, your inability to access Online Banking or any part of Online Banking.
- The failure was the result of inaccessibility to Online Banking due to Online Banking system failure.
- A legal order directs us to prohibit withdrawals from the account.
- Your account is closed, or if it has been frozen.
- You, or anyone authorized by you, commits any fraud or violates any law or regulation.

Notwithstanding any other provision in this agreement, unless otherwise prohibited by law, our sole responsibility for an error by us or third party provider in transferring funds will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages in connection with or in any way related to Online Banking.

Rights and Procedures to Stop Payments. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, call us at 216-529-7000 or 800-966-7300 or write to:

First Federal Lakewood
Attn: Customer Relationship Center
14806 Detroit Ave.
Lakewood, OH 44107

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: Your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

Notice of Varying Amounts. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten (10) days prior to the payment date of the amount to be deducted. You may choose instead to get his notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

16. Account Information Disclosure. See our current Privacy Statement.

17. Termination. We may modify, suspend or terminate your privilege of using Online Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Online Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any one person who can use the account accessible with Online Banking may terminate Online Banking. Termination shall not affect the rights and obligations of the parties for transactions made with Online Banking before we have had a reasonable time to respond to your termination request. Your termination of Online Banking will NOT automatically terminate any pending transfers and payments; you should cancel these items prior to terminating usage of Online Banking.

18. Third Parties. You understand that support and services relating to Online Banking are provided by third parties other than us and you authorize us to contract with third parties to provide such support and services.

19. Amendment. We may amend this Agreement at any time. Notice will be sent to you at your current address as stated in our files. Amendments will be effective upon the date indicated in the notice.

20. Limitation on our liability. UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICES DESCRIBED IN THIS DISCLOSURE STATEMENT AND THE SERVICE AGREEMENT, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS THE SERVICE INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES BECAUSE OF A FAILURE OR DELAY IN THE DELIVERY OR PROCESSING OF ANY PAYMENT INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL ALSO NOT BE RESPONSIBLE FOR ANY TRANSFER OF FUNDS THE PRIMARY PURPOSE OF WHICH IS THE PURCHASE OR SALE OF SECURITIES OR COMMODITIES REGULATED BY THE SECURITIES AND EXCHANGE COMMISSION OR THE COMMODITY FUTURES TRADING COMMISSION.

21. Our Business Customers. If you are not using the Service primarily for personal, family or household purposes, sections 6, 15 and 16 of this agreement, as well as, the "In Case of Errors" page do not apply to you. In addition, you agree that you are responsible for all payments and transfers made using your Password even if you claim you never requested or received a Password or if the person using your Password was not authorized by you to do so. Also, you agree that you are responsible for any consequences if you or anyone using your Password fails to terminate transmission when your pre-selected private image and pass phrase or challenge questions do not appear.

22. Severability. If any provision of this Agreement is held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision, all other provisions of the Agreement shall remain in full force.

23. Governing law. This agreement is governed by and shall be constructed in accordance with the State laws of Ohio and Wisconsin and applicable federal law.

25. Business Days. Our business days are Monday through Friday, excluding Saturdays, Sundays and Holidays, even if we, or any of our branches, are open all or part of such days.

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General. This Agreement is intended to supplement and not to replace other agreements between you and us relating to your accounts, including, without limitation, our Deposit Account Rules. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail with respect to Online Banking activities.

In Case of Errors or Questions about Your Internet Banking Transfers

Telephone us:	216-529-2700 (within Cuyahoga County) or toll free 800-966-7300 (outside Cuyahoga County)
Contact Days and Hours:	Monday through Friday 8:00 am to 6:00 pm Saturday 9:00 am to 2:00 pm
Write us:	Attention: Customer Relationship Center First Federal Lakewood 14806 Detroit Rd, Lakewood, OH 44107
Business Days:	Monday through Friday, excluding legal holidays.

Contact us as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results of our investigation within 3 business days after completing that investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

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

Thank you for using FFL Mobile Banking combined with your handheld’s text messaging capabilities. **Message & Data rates may apply** For help, text “HELP” to 48179. To cancel, text “STOP” to 48179 at any time. In case of questions please contact customer service at 216-529-2700 or visit www.ffl.net.

Terms and Conditions:

- 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 216-529-2700, 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 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 FFL or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of 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 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 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 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 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 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 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 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.

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 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 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 Mobile Banking. Additionally, not all of the products, services or functionality described on the online banking site(s) or your 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 Mobile Banking, including balance, transfer and payment information may differ from the information that is available directly through the Online Banking site without the use of a mobile device. Information available directly through online banking without the use of a mobile device may not be available via 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 Mobile Banking, including but not limited to account balance information. The method of entering instructions via 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 Mobile Banking. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the 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 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.

The 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 Mobile Banking Terms and Conditions and other terms and conditions related to your account(s) to which Mobile Banking and any related software may be applicable, the Terms and Conditions of Mobile Banking will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict. Continued use of 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 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 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 the FFL be liable for its failure to provide access to 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 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 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 the FFL harmless from and against any liability of any character attributable to customer's use of the Services.

First Federal Savings and Loan Association of Lakewood Fingerprint Consent

Biometric services such as Apple Touch ID are available to log in to the First Federal Lakewood Savings and Loan Association of Lakewood ("First Federal Lakewood") Mobile App. Below is important information about this capability for you to review understand and to which you agree should you choose to enable this biometric service.

Description of Biometric Services with First Federal Lakewood Mobile App

Touch ID is a service provided by Apple iOS. Using Biometric Services with the First Federal Lakewood Mobile App allows you to use your fingerprint instead of entering your Access ID/Password to access the First Federal Lakewood Mobile App. Fingerprint information is stored on your device only. When Biometric Services are used to authenticate a fingerprint registered to your device a secure token is exchanged with the First Federal Lakewood Mobile App to permit access. Therefore, First Federal Lakewood never receives or sees your fingerprint information.

For information on how Apple protects your fingerprint and keychain data, please see Apple's Privacy Policy and iOS security guides.

YOU UNDERSTAND

You understand that this consent is part of the First Federal Lakewood Mobile Banking and Mobile Deposit Agreement and by agreeing you understand that anyone with a fingerprint registered in the Touch ID on your device:

- May access your First Federal Lakewood account in the First Federal Lakewood Mobile App;
- May view your First Federal Lakewood information contained in the First Federal Lakewood Mobile App;
- May conduct transactions on your behalf in the First Federal Lakewood Mobile App if they have access to or knowledge of your password;
- Has your authority to engage in the three activities described immediately above.

FIRST FEDERAL LAKEWOOD ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED FINGERPRINTS BELONG TO INDIVIDUALS WITH AUTHORITY TO TRANACT ON YOUR BEHALF AS DESCRIBED ABOVE. BY AGREEING TO THESE TERMS AND CONDITIONS, FIRST FEDERAL LAKEWOOD RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED FINGERPRINT HAS PROPER AUTHORITY.

Use of the Biometric Services with First Federal Lakewood Mobile App

In order to use the Biometric Services, you need to enable it on your device through your iOS settings. Please review all information and guidance provided by Apple for their processes to understand the associated risk and features. Once enabled on your device, you can then enable the use of Biometrics Services from within the First Federal Lakewood Mobile App, by tapping on the "Touch ID Settings" tile available on the "More" menu and then toggle the Touch ID switch to "On" position.

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This Agreement contains the Terms and Conditions that govern the use of the 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 Mobile Deposit feature and other relevant Agreements including, but not limited to FFL Deposit Account Agreements and Mobile Banking Agreement. In this Agreement, the words “You” and “Your” means the (consumer, customer) that applied for and/or uses the 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 Mobile Deposit feature, your FFL Deposit Account Agreement and 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 Services 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). 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 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 or if the words “For Mobile Deposit Only” is not printed on the back of the check. You are responsible for any loss or overdraft, plus any applicable fees due to an item being returned.

Limitations on Frequency and Dollar Amount You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of 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:

<input type="checkbox"/> “Per Daily Limit”	\$2,500
<input type="checkbox"/> “Per Check Limit ”	\$2,500

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.

Online and Mobile Banking Terms and Conditions



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 PRINT on the back of the check "For Mobile Deposit Only" 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;
- That you have printed "For Mobile Deposit Only" on the back of the check.
- 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 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).

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: 800-966-7300 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.

Online and Mobile Banking Terms and Conditions



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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 Funds 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.