

Ballston Spa National Bank (BSNB)

Mobile Banking Services – License and Terms & Conditions

1. **Eligible Enrollees:** You have agreed to accept mobile banking services (the "Services") in accordance with these Mobile Terms and Conditions. The Services are only available to online banking customers of BSNB. The terms and conditions of your Online Banking Services Agreement apply to online banking and bill payment services that you receive through the Service. By accepting and using the Service, you agree to comply with the Online Banking Services Agreement as well as these Mobile Terms and Conditions.
2. **General:** Access to BSNB's online banking services via your mobile device is powered by the mobile technology solution owned by mFoundry, Inc (the "Licensor"). The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.
3. **Ownership:** You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the Mobile Terms and Conditions.
4. **License:** Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hardcopy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you, the Licensor or your financial institution. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.
5. **Restrictions:** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright of Licensor or your financial institution.
6. **Updates:** The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.
7. **Text Messages:** Text messaging services used with the Service, if applicable, are provided by BSNB and not by any other third party. You and BSNB are solely responsible for the content transmitted through text messages sent between you and BSNB. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.
8. **Consent to Use of Data:** You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.
9. **Export Restrictions:** You may not use or otherwise export or re-export the Software except as authorized by United

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10. **U.S. Government Restricted Rights:** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
11. **Disclaimer of Warranty:** THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
12. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MFOUNDRY OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
13. **Miscellaneous:** This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

END USER TERMS FOR SMS

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from BSNB associated with the Service. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service. The services are provided by BSNB and not by any other third party. You and BSNB are solely responsible for the content transmitted through the text messages sent to and from BSNB. You must provide source indication in any messages you send (e.g., mobile telephone number, 'From' field in text message, etc.).

Mobile Check Deposit – Terms & Conditions

This Mobile Check Deposit service (Service) is designed to allow you to present an image of a legal representation, as defined by federal law, of a check to be deposited into your Ballston Spa National Bank (BSNB) checking or savings account electronically.

As part of this Service, you must only use official and up to date BSNB applications. You are responsible for all the data that you submit to BSNB which must accurately represent the information on the original check(s). You agree that the electronic image of the item submitted to BSNB, as defined by federal law, is a legal representation of the check for all purposes, including return check processing.

When using this Service, you may experience technical or other difficulties. BSNB does not assume liability for any technical or other difficulties that you may incur. BSNB reserves the right to change, suspend or revoke services, immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can attempt to deposit your check at a branch office location, through a participating ATM, or by mail.

1. **Eligible Accounts:** Only Checking and Savings accounts are eligible for this Service.
2. **Charges or Fees:** BSNB does not charge a usage fee for this Service. BSNB reserves the right to start charging for this Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that BSNB may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on BSNB's current Schedule of Fees and Charges for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that BSNB may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that BSNB may contact you via your wireless device for any purpose concerning your accounts at BSNB, including but not limited to account servicing and collection purposes.
3. **Eligible Items:** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks. You agree that the image of the check transmitted to BSNB shall be an item with the meaning of Articles 3 and 4 of the Uniform Commercial Code.
4. **Ineligible Items:** You agree that you will not use this Service to scan and deposit any ineligible items. Ineligible items include but are not restricted or limited to:
 - Checks payable in foreign currency
 - Third party checks
 - Money orders/Traveler's checks
 - Post or stale dated checks
 - Re-deposit of checks that have been charged back
 - Un-encoded counter checks.
5. **Endorsement Requirements:** You agree to endorse all items with your signature and designate "For Mobile Deposit Only" on all items. BSNB reserves the right to reject all items that are not endorsed as specified.
6. **Deposit Limits:** When using the Service to deposit funds, such deposits are limited to BSNB's defined deposit segments and associated limits. These deposit segments and limits are subject to change at BSNB's discretion and without notice.

7. **Receipt of Items:** BSNB reserves the right to reject any item transmitted through this Service, at our discretion. BSNB is not liable for items we do not receive or for images that are not transmitted completely. An image is considered received when you receive a "successfully submitted" confirmation on your mobile device and/or via the e-mail account associated with your Service after submitting your mobile check deposit. However, such notification does not mean that the transmission was received without error. Deposits received by 5:00pm ET on any business day will be reviewed and either, approved, held, or rejected that same business day. You will receive an email receipt to confirm your deposit status. A business day is defined as Monday through Friday, excluding Federal Reserve holidays.

8. **Retention and Disposal of Items:** You agree to retain each Mobile Check Deposit item for thirty (30) calendar days after your deposit has been approved for posting to your account. Upon confirmation of the deposit you agree to mark the item prominently as "Void", and you agree to securely store each retained item until proper disposal is performed. After thirty (30) calendar days, you agree to dispose of the item(s) in a way that prevents re-presenting for payment (i.e. shredding). If requested, you will promptly provide any retained item to BSNB to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

Revised: 11/16/2015