



Albina Community Bank

## Mobile Banking Service Agreement

Terms and Conditions: Albina Community Bank

Thank you for using Albina Community Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at anytime. In case of questions please contact customer service at 800-814-6088 or visit [www.albinabank.com](http://www.albinabank.com).

Terms and Conditions

Program: Albina Community Bank 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 ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 800-814-6088, or send a text message with the word "HELP" to this number: 99588. 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: 99588. 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

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Albina Community Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Albina Community Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Albina Community Bank and its affiliates and service providers will maintain reasonable safeguards to protect the

information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Albina Community Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**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 Albina Community Bank (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 Albina Community Bank 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, cancelbots, 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 Albina Community Bank, 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](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](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google

## Mobile Banking Terms and Conditions

Mobile Banking is a financial management service that allows you to access account information and make financial transactions through our Mobile Banking service using compatible and supported mobile phones and wireless devices. You understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The services that you may access through Mobile Banking are currently limited to account information, transfers, and deposits.

Mobile Banking Limitations and Conditions. You are fully responsible for understanding how to use Mobile Banking before you actually do so, and to use Mobile Banking in accordance with any use or operations instructions provided by us. You are also responsible for the use of your wireless device. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, or your wireless device. You may experience technical or other difficulties related to Mobile Banking that may result in loss of data, personalization settings, or other Mobile Banking interruptions. We assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access Mobile Banking. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking and may not be current. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

Security. You agree not to give or make available your Mobile Banking password or user id, or other means to access your account to any unauthorized individuals. You are responsible for all transactions you make or authorize using Mobile Banking. If you permit other persons to use your wireless device and password or user id, or other means to access Mobile Banking, you are responsible for any transactions they make or authorize. If you believe that your password, user id, wireless device, or other means to access your account has been lost or stolen, or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly.

The password and user id that you select is for your security purposes. The password and user id is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password and user id. You agree not to disclose or otherwise make your password or user id available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your password or user id, you understand that person may use Mobile Banking to review all of your account information and perform account transactions. Therefore, we are entitled to act on transaction instructions received using your password and user id and you agree that the use of your password and user id will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your password or user id in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying Albina Community Bank and changing your password and user id immediately. You are responsible for any

transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed.

**Relationship to Other Agreements.** You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or telephone providers. You understand that those agreements may provide for fees, limitations, and restriction which might impact your use of Mobile Banking. For example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading any software, receiving or sending Mobile Banking text messages, or other use of your wireless device when using Mobile Banking.

**Cancellation.** We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your misuse or non-use of Mobile Banking.

**Termination of Mobile Banking Services.** You agree that we may terminate this agreement and your use of Online Banking and Mobile Banking if you or any authorized user of your password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your password, user id, or account. You or any other authorized signer on your account can terminate this service at any time. Please contact us for termination instructions.

**Notice of Change.** Albina Community Bank reserves the right to change the terms and conditions upon which this service is offered. We will provide you with notice of change as required by law.

#### Mobile Deposit Service (“Service”)

The Service enables you to use an Albina Community Bank Mobile Banking application and certain hardware, (such as a smartphone or other mobile device,) approved by us to create electronic images of the front and back of certain paper items and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing in accordance with this Agreement. “Electronic Item” means the electronic image of each paper item and other information captured from the paper item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:

- 1.create a substitute check that we will present directly or indirectly to the bank on which the original paper item to which the Electronic Item relates is drawn, or at or through which the paper item is payable, (the Paying Bank);
- 2.include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
- 3.present or post any Electronic Item for which we are the Paying Bank.

**Requirements for Enrollment.** In order to enroll in the Service, you must be designated as an authorized signer or owner of an Albina Community Bank Account (the “Account”) that is eligible for this Service, and be approved by Albina Community Bank. Your Albina Community Bank deposit account is required to be open for a minimum of 30 days, and you must have made deposits totaling at least \$400 within

the first 30 days the account is open. You shall maintain the Account in good standing, subscribe to the Albina Community Bank Online Banking or the Albina Community Bank Small Business Online Banking Service, and comply with such restrictions on the Service as we may communicate to you from time to time.

**Fees.** You may refer to the Bank's Schedule of Fees and Charges for information pertaining to fees for the Service. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, modify the fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. You will also be required to designate an account at Albina Community Bank from which fees for the Service will be debited. If the account is closed, or if the account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

**Submission of Items.** You shall use hardware approved by Albina Community Bank to create electronic images of checks that you wish to deposit to your account, and to transmit your Electronic Items to us. The following items may not be deposited through the Service:

- checks payable to others (even if endorsed over to you)
- demand drafts or remotely created checks (i.e. checks lacking the original signature of the person authorizing the check)
- substitute checks (i.e. paper checks created from an electronic image)
- checks or items containing obvious alteration to any of the fields on the front of the check or authorized by the owner of the account on which the check or item is drawn or are irregular in any way (e.g. where the numerical and written amounts are different)
- checks that have been previously returned unpaid for any reason
- checks that are postdated or more than six (6) months old
- checks drawn on a foreign financial institution or payable in a foreign currency
- checks you suspect may be fraudulent or not properly authorized
- checks that exceed the maximum daily limit established for you
- checks which are otherwise not acceptable under the Terms and Conditions of your account

**Cut-Off Times/Access Hours.** The Service can be utilized by you 24 hours a day, seven days a week, except when the Service is unavailable due to required maintenance or system outages. The Bank is not responsible for the unavailability of the Service or any damages that may result from its availability.

If you transmit your Electronic Item(s) to Albina Community Bank before 4:00 p.m. PST on any Business Day, we shall review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item(s) to us after the cut-off time on any Business Day, we shall review and process your Electronic Item(s) on the next Business Day. Your Electronic Item(s) is deemed to have been received by the Bank when the Service indicates receipt. We reserve the right to modify the cut-off time and access hours.

**Rejected/Returned Items.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission.

If an image of a check you deposit is rejected by us, is dishonored, or otherwise returned unpaid by the institution upon which it is drawn, you understand that the Bank will return the check to you in the form of a substitute check. If you decide to redeposit the returned check, you may only redeposit the substitute check by taking that check to an Albina Community Bank branch office. You may not redeposit the original check. Your account will be charged the amount of the check in addition to any applicable fees in accordance with the terms of the Bank's Schedule of Fees and Charges.

**Hardware and Software/Security.** In order to use the Service you must use the type of hardware that we designate.

Failure to protect your hardware and security credentials may allow an unauthorized party to access the Service and transmit an Electronic Item for deposit to your Albina Community Bank account. All uses of the Service through your security credentials will be deemed to be uses authorized by you and be binding upon you. You assume the entire risk for the fraudulent or unauthorized use of your security credentials. You agree to exercise responsible behavior when using the Service, follow the instructions and recommendations that Albina Community Bank provides you with respect to the Service, and use maximum caution in protecting your hardware and security credentials from unauthorized access. You agree to notify Albina Community Bank immediately if you become aware of any loss or theft or, or any unauthorized use of the Service or your security credentials.

Any individual authorized by you to access the Service shall do so by entering a user name and a password, or other unique identifier that may be required. From time to time, we may require you to use additional security and authentication procedures.

**Endorsement of Items.** Prior to scanning any check through the Service, you agree to restrictively endorse the original check "For Deposit Only, Albina Community Bank, account# \_\_\_\_\_" or as otherwise instructed by Albina Community Bank. You agree to follow all other instructions provided to you by the Bank for capturing and transmitting check images and associated deposit information via the Service.

**Storage, Retention and Destruction of Items.** You will maintain control over and be responsible for the secure retention, storage, and destruction of original paper items for which you have created an Electronic Item, and, you agree never to represent the item. Upon receipt of confirmation of acceptance from us, you will retain the original paper items for a minimum of seven (7) calendar days, but no longer than twenty one (21) calendar days, from the date of acceptance. You will retain and store the original paper items in a secure and locked container that is only accessible by persons needing access. Once the retention period has expired, you will securely and irretrievably destroy the original paper items from which you have created and submitted to us an Electronic Item.

Upon our request, you will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Albina Community Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Albina Community Bank's audit purposes.

**Availability of Funds.** Funds from deposits via the Service are generally available to you on the same Business Day your deposit is received. In some cases, the Bank may not make funds from these deposits available in accordance with this general policy. Should this occur, a notice will be sent to you by the next Business Day as to when your funds will be available to you. Depending on the type of check that you deposit, funds will be made available to you no later than two business days after the Business Day

your deposit is received. In addition, the first \$200 of your deposit will be made available on the Business Day your deposit is processed.

The Bank's funds availability exception policies, as fully set forth in disclosures, also apply to deposits made via the Service. Please refer to your Agreement for an explanation of those exception policies. In the event the Bank receives a check image for deposit where it has reason to doubt the collectability of that deposit, the Bank may delay the availability of that deposit for a reasonable period of time until the item is either paid or returned. In such cases, the Bank will notify you of this action

**Errors.** You agree to notify Albina Community Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Albina Community Bank account statement is sent. Unless you notify Albina Community Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Albina Community Bank for such alleged errors.

**Warranties and Indemnification.** You agree your use of the Services 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 the Services, whether express or implied, including, but not limited to the implied warranties or merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that the Services will meet your requirements, will be uninterrupted, timely secure, or error free, the results that may be obtained from the Service will be accurate or reliable, and any errors in the services or technology will be corrected.

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use, or the inability to use the Services incurred by your or any third party arising from or related to the use of, inability to use, or the termination of the use of this Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Albina Community Bank has been informed of the possibility thereof.

You represent and warrant the following with respect to each image of a check that you transmit through the Service:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to Albina Community Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify, defend, and hold harmless Albina Community Bank, its parent company and affiliates, and each of their respective directors, officers, employees, and agents, (collectively known as Indemnitees), from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by Indemnitees for breach of this warranty provision.

**Termination of the Service.** The Bank may terminate or suspend your use of the Service at any time. The Bank may terminate or suspend the Service without prior notice if the Bank, in its sole judgment, believes there has been a breach in the security of the Service, there has been unauthorized

activity involving your account, you have engaged in activity that violates the terms of this Addendum, or there has been account activity resulting in an overdraft in any of your deposit accounts with the Bank. Should your use of the Service be suspended, the Bank may, in its discretion, reconsider your account for eligibility to use the Service no sooner than six months after the suspension date.

**Audits.** We may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by Albina Community Bank in the course of such audit.