



**Straight Talk. Fair Deals.**

## **Agreements & Contracts:**

**Mobile Banking Agreement**

## **Contents**

<b>APPROVAL HISTORY .....</b>	<b>Error! Bookmark not defined.</b>
<b>REVISION &amp; CHANGE HISTORY .....</b>	<b>Error! Bookmark not defined.</b>
<b>INTRODUCTION .....</b>	<b>3</b>
<b>DEFINITIONS.....</b>	<b>3</b>
<b>SCOPE OF CONSENT FOR MOBILE BANKING.....</b>	<b>3</b>
<b>ACCOUNT ELIGIBILITY AND ENROLLMENT .....</b>	<b>3</b>
<b>SYSTEM REQUIREMENTS.....</b>	<b>4</b>
<b>MOBILE BANKING SERVICES .....</b>	<b>4</b>
TRANSFERS.....	5
BILL PAY.....	5
MOBILE REMOTE DEPOSIT .....	5
Eligibility.....	5
Deposit Limits & Restrictions .....	5
Image Quality .....	6
Funds Availability and Cut off Times.....	6
Check Submission & Handling.....	7
Review and Termination .....	7
<b>FEES AND OTHER TERMS .....</b>	<b>7</b>
<b>HOURS OF ACCESSIBILITY .....</b>	<b>8</b>
<b>SECURITY .....</b>	<b>8</b>
<b>YOUR RIGHT TO WITHDRAW CONSENT.....</b>	<b>8</b>
<b>DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY .....</b>	<b>8</b>

## INTRODUCTION

This Mobile Banking Agreement states the terms and conditions that you agree to by using our Mobile Banking product. This agreement supplements the Skowhegan Savings Deposit Account Agreement and Disclosures, Online Banking Agreement and any other agreement between you and Skowhegan Savings.

**Please read this entire Agreement prior to using Skowhegan Savings Mobile Banking product. By using Mobile Banking, you acknowledge your receipt and understanding of this disclosure and agree to all terms and conditions of this agreement.**

## DEFINITIONS

As used in this Agreement and Mobile Banking product, the following words have the meanings given below:

- "Account(s)" means your eligible Skowhegan Savings checking, savings, loan, certificate of deposit or safe deposit box information and other bank products that can be accessed through Mobile Banking.
- "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages.
- "Mobile Banking" means the banking services accessible from the device you have registered with us for Mobile Banking.
- "You" and "Your(s)," mean each person with authorized access to your Account(s) who applies for and uses the Mobile Banking product.
- "We," "Us," and "Bank" means Skowhegan Savings.

## SCOPE OF CONSENT FOR MOBILE BANKING

By using the Mobile Banking product, you accept and agree to be bound by the general terms and conditions governing the Mobile Banking product, including without limitation all the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to Mobile Banking now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that Skowhegan Savings may from time to time make available to you in connection with the Mobile Banking product. Further, Skowhegan Savings has the discretion from time to time, and upon giving notice to you, to modify, restrict, withdraw, cancel, suspend or discontinue the Mobile Banking product without giving any reason and you understand that by using the Mobile Banking product after any modification or change has been affected, you would have agreed to such modification or change. Customers wishing to use this product must read and agree to this Mobile Banking Agreement, which describes the requirements for the product in more detail.

## ACCOUNT ELIGIBILITY AND ENROLLMENT

Mobile Banking is available to any person(s) who have subscribed to Skowhegan Savings Online Banking Service. To use Mobile Banking, you must first be enrolled in Online Banking with Skowhegan Savings and then subscribe to Mobile Banking. The same credentials (Login ID and Password) that are in place for your Online Banking service apply to Mobile Banking.

## **SYSTEM REQUIREMENTS**

Skowhegan Savings endeavors to provide customers with superior Mobile Banking services. To access Mobile Banking, your phone or other mobile communication device must be Internet enabled and connected to the Internet through your mobile communication service provider. Further, using Mobile Banking requires an Internet-enabled Mobile Device that supports 128-bit encryption.

Skowhegan Savings does not guarantee that your mobile phone/mobile phone service plan will be compatible with our Mobile Banking product. You are responsible for understanding the operation and maintenance of your mobile phone. Skowhegan Savings is not responsible for any errors or problems related to your mobile phone, mobile provider, or mobile internet access. Nor are we responsible for any fees assessed by your telephone company, internet service provider, or any other outside party.

Mobiles phones with internet capabilities are susceptible to viruses. Customers are responsible for making sure that the mobile phone they are using to access Mobile Banking is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively, referred to as "viruses"), which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. Skowhegan Savings will not be responsible or liable for any indirect, incidental, special or consequential damages that may result from such harmful components being present on the mobile, nor will Skowhegan Savings be responsible or liable if sensitive information accessed via our Mobile Banking product is intercepted by a third party due to any of the above named "viruses" residing or being contracted by the customer's mobile phone at any point or from any source.

We are not responsible for errors or delays or your inability to access the service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

## **MOBILE BANKING SERVICES**

With Mobile Banking, you can instantly access your Checking, Savings, Certificate of Deposit, and Loan accounts, and;

- Check your balances;
- Review current business day transactions;
- Review transaction history;
- Transfer funds;
- Make bill payments;
- Deposit checks;
- View alerts; and
- Receive text messages.

Mobile Banking functions (e.g., viewing balances, searching for transactions, viewing transactions, specific types of funds transfers) may be added, reduced or modified by us from time to time without prior notice. We may also modify, reduce or expand the geographic areas in which we offer Mobile Banking or any of its functions or services. We reserve the right to refuse to make any transaction you request through Mobile Banking.

Not all functions that are described in your Online Banking Agreement or available at the Online Banking website may be available with Mobile Banking. All terms and conditions in your Online Banking Agreement and on the Online Banking website that limit or govern your use of Online Banking functions will also limit and govern your use of those functions through Mobile Banking.

## **TRANSFERS**

Transactions conducted via Mobile Banking are subject to all withdrawal and transfer limitations and excess activity charges described in the Skowhegan Savings Deposit Account Agreements and Disclosures.

Transfers or debits from a money market or savings account to another account or to third party by preauthorized, automatic, Mobile Banking, Online Banking or Telephone Banking are limited to six per month or statement cycle with no more than three by check, debit card, or similar order to third parties.

Transactions are processed on business days only. Every day is a business day except Saturdays, Sundays, and Federal Holidays. A transfer initiated before 7:00 p.m. EST on a business day is posted to your account the same day. A transfer completed after 7:00 p.m. EST on a business day or on a non-banking day, as specified above, will be posted on the next business day.

## **BILL PAY**

Limited Bill Pay services are available via Mobile Banking. You must already be enrolled for Bill Pay to access it via Mobile Banking. Payments to existing payees may be requested for same day or future day processing, including both electronic and check payees. Enrollment and new payees are not permitted via Mobile Banking. You must access Online Banking to complete these requests.

## **MOBILE REMOTE DEPOSIT**

You may deposit checks into your checking or savings account by using your camera-enabled mobile device in connection with our Mobile Remote Deposit service. Approval required.

After enrollment, if at any time, you are unable to submit a check using Mobile Remote Deposit, either a result of your mobile device malfunction or Skowhegan Savings' service interruptions, you agree to use alternate means to deposit checks and will not hold Skowhegan Savings liable for any loss or damage of any nature sustained by you as a result of your inability to use the Service.

### **Eligibility**

All requests to utilize Mobile Remote Deposit are subject to review and approval. Consumer and small business customers are eligible to apply. Account type and transaction history restrictions may affect customer eligibility. Up to three accounts may be activated per customer.

### **Deposit Limits & Restrictions**

Mobile Remote Deposit daily and monthly limits will apply. Skowhegan Savings reserves the right to change or terminate these limits at any time, without notice. Upon approval, customers will be granted the following maximum limits. Any deposits requests in excess of these limits will automatically be rejected. Accounts less than 90 days old are subject to lower limits. After 90 days, the customer may request to have their limits increased to the standard consumer or small business limits.

	<b>Consumer &amp; Small Business</b>	<b>Accounts less than 90 days old</b>
<b>Daily Item Count</b>	10	5
<b>Daily Cumulative Deposit Amount</b>	\$2,500	\$500
<b>Monthly Item Count</b>	30	10
<b>Monthly Cumulative Deposit Amount</b>	\$10,000	\$1,500

The following check items are prohibited from Mobile Remote Deposit. These items require physical check presentment at a Skowhegan Savings' branch office for handling. By accepting this Agreement, you agree that you will not use this service for such items.

- Checks payable to any person or entity other than the owner(s) of the account into which the check is being deposited.
- Checks containing alterations to any of the fields on the front of the check.
- Any check in which you know or suspect is fraudulent or unauthorized.
- Check payable to more than one person, unless the account in which the item is being deposited into is owned by all payees.
- Checks previously converted to a substitute check or image replacement document.
- Checks that are drawn on a financial institution not located in the United States.
- Checks that are not payable in US currency.
- Checks that have previously been negotiated through any financial institution or depositing service.
- Stale dated checks.
- Money Orders.
- Travelers Checks.

You agree that we may, in our sole discretion, amend the list of prohibited items at any time, without notice. If you deposit any check, including prohibited items, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses the Bank may incur associated with said item.

### **Image Quality**

All check images submitted for deposit using this Service must be clear and legible. You agree that Skowhegan Savings shall not be liable for any damages resulting from a check's poor image quality, including those related to delayed or improper account crediting of such check.

### **Funds Availability and Cut off Times**

Mobile Remote Deposit services will be available anytime, 7 days a week; however deposited items are only processed on business days. A business day represents a weekday that is not a federal holiday. Deposits received by 3:00 pm EST will be processed same day. Deposits received after 3:00 pm EST or on federal holidays and weekends will be processed on the next business day, which will be referred to as the deposit date. In accordance with Skowhegan Savings' Funds Availability policy, Mobile Deposit funds will generally be available on the first business day after the deposit date. Longer delays may apply. If a hold is placed, you will be notified.

## Check Submission & Handling

You agree to follow any and all procedures and instructions that accompany this Service.

- Before submitting a check image for deposit, you must endorse the back of the check by signing it and referencing “Mobile Deposit” under your signature.
- Skowhegan Savings will acknowledge receipt of your mobile deposit via email. This email does not mean that the check contains no errors or that it has been fully accepted for deposit.
- After a mobile deposited item has posted to your account, you agree to mark the original item as “Deposited” with the deposit date.
- After successfully depositing an item using this Service, you agree to properly and securely store each deposited item for 14 days. During this period of retention, you agree to promptly provide Skowhegan Savings with the original physical check or details contained within if requested. After 14 days, you must properly and securely destroy and dispose of the deposited item.
- In the event that any deposit processed using this Service is returned unpaid to Skowhegan Savings’, our standard returned deposit item procedures will be followed as referenced in your Account Service Agreement, including debiting deposit funds and assessing possible fees.

## Review and Termination

You agree to provide Skowhegan Savings with additional information as requested in order for us to evaluate continuation of Mobile Remote Deposit for your account(s), which may occur at any time, for any reason. We reserve the right to audit your compliance to this Agreement at any time. You may cancel your Mobile Remote Deposit service at any time by contacting us and we reserve the right to terminate service at any time, without notice.

## FEES AND OTHER TERMS

Currently, we charge no fees for subscribing to or using Mobile Banking. However, we may assess fees (a) as described in the applicable product or account disclosure statement or fee schedule (including applicable transfer fees), or (b) for products and services purchased online.

The Bank reserves the right to change the terms and conditions of this agreement at any time, which includes:

- The addition and deletion of Mobile Banking product and services; and/or
- The right to institute or change fees for Mobile Banking by sending you prior notice.

You are responsible for providing your own Mobile Device to access Mobile Banking. You are responsible for all fees and charges you may incur to any mobile communication service provider or other third parties while using Mobile Banking. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communication service agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking. Finally, your mobile carrier may charge you for Internet-related use and text (SMS) messages, so please see your mobile carrier for further details about these charges.

## **HOURS OF ACCESSIBILITY**

In general, Mobile Banking is accessible 24-hours per day, seven days a week; however, Skowhegan Savings does not guarantee that Mobile Banking will be available at all times. You agree that Skowhegan Savings shall not be held liable if you are unable to gain access to the Skowhegan Savings Online Banking or Mobile Banking products from time to time. You understand that some or all of the Mobile Banking product and/or other Skowhegan Savings system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond Skowhegan Savings' control.

## **SECURITY**

If you believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, **contact us AT ONCE** at 800.303.9511. For a description of your and Skowhegan Savings responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your account's Deposit Agreement.

Your Online Banking ID and password that are used to access Online Banking and Mobile Banking must be kept confidential and be changed every six (6) months. You are responsible for keeping your password, account numbers and other account data confidential.

## **YOUR RIGHT TO WITHDRAW CONSENT**

We reserve the right to terminate the Mobile Banking product, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Access ID or Mobile Banking PIN as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

## **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

Skowhegan Savings makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Mobile Banking product to you under the Agreement. Skowhegan Savings does not and cannot warrant that the Mobile Banking product will operate without error, or that the Mobile Banking product will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that the bank's officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the Mobile Banking product, including, but not limited to, loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.



Skowhegan Savings makes no warranty that:

- The service will be uninterrupted, timely, or error-free
- The service will meet your requirements
- The quality of any products, services, information or other material purchased or obtained by you through the product will meet your expectations

Skowhegan Savings shall 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 intangible losses resulting from:

- The use or the inability to use the product
- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the product
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service

**Governing Law.** This Agreement is governed by the federal laws of the United States and the laws of the State of Maine, unless otherwise required by federal or state law, without regard for choice of law provisions. Any issue with regard to an account which you access using the Mobile Banking product will be governed by the laws specified in the Customer Agreement governing that account.

**For information or help on electronic transactions please call: 800.303.9511**

**In case of errors or questions about your electronic transfers.** Telephone us at the number listed above or write us at: ACH Department, P.O. Box 250, Skowhegan, ME 04976-0250, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three business days after completing our 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.

**Preauthorized credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the number listed above to find out whether or not the deposit has been made.

**To calculate average daily balance for line of credit accounts.** Add all new advances and subtract all payments, credits and unpaid finance charges to or from the prior day's balance. Add balances for each day of the cycle (include Saturday and Sunday). Divide the total by the number of cycle days. The outcome is the average daily balance.

**Important Line of Credit information in case of errors or questions about your bill or statement.** If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet of paper, as soon as possible. Send the letter to: P.O. Box 250, Skowhegan, ME 04976-0250. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, please describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

**Additional Complaint Resolution Procedures.** If you have a dispute with your financial institution regarding your deposit account, contact the financial institution's consumer complaint representative or department and attempt to resolve the problem directly. If the financial institution fails to resolve the problem, communicate the problem and the resolution you are seeking to:

Bureau of Financial Institutions  
36 State House Station  
Augusta, Maine 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following Internet address:

[http://www.state.me.us/pfr/bkg/bkg\\_consumer.htm](http://www.state.me.us/pfr/bkg/bkg_consumer.htm)

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the results of the investigation. When your complaint involves a federally-chartered financial institution, the Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.