

## **Harleysville Bank Mobile Banking Agreement**

HARLEYSVILLE BANK (HB) Mobile Banking Service. Except where modified in this agreement all terms and conditions included in Harleysville Bank's Online Banking Disclosure continue in full force and effect. After you have enrolled in the Online Banking Services, you can use HARLEYSVILLE BANK mobile banking service ("HARLEYSVILLE BANK Mobile") to access financial services and products and the functions now, or in the future, made available by us, using a Mobile Device. Not all Eligible Accounts are available through HARLEYSVILLE BANK Mobile. You can use Harleysville Bank mobile via text messaging or via an application downloaded to a supported mobile device. To use HARLEYSVILLE BANK Mobile, you must have a "Mobile Device", which is a mobile phone, tablet or other equipment with the mobile carrier, operating system, data plan, software and hardware supported by us now or in the future.

1. HARLEYSVILLE BANK Text Message. To take advantage of the text messaging service, you must have a supported Mobile Device that can send and receive text messages, have a text messaging service plan through a supported mobile carrier, and enroll in HARLEYSVILLE BANK Mobile (through the Web Banking Service). Additional carrier fees may apply. Please consult your specific carrier for more information.
2. HARLEYSVILLE BANK Mobile App and Mobile Web. To take advantage of the Mobile App, you must have a supported Mobile Device and download the HARLEYSVILLE BANK Mobile application to the device.
3. Limitations and Notices Applicable to HARLEYSVILLE BANK Mobile Services. YOU AGREE THAT THERE ARE RISKS ASSOCIATED WITH USING MOBILE DEVICE, AND THAT IN THE EVENT OF THEFT OR LOSS, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED. For this reason, you should consider password protecting your Mobile Device. You agree not to use any personally-identifiable information when creating display names for your Eligible Accounts. In the event you lose, or destroy the Mobile Device whose phone number is registered with us for HARLEYSVILLE BANK Text Mobile or which is running an HARLEYSVILLE BANK Mobile application, you should immediately (i) reset your HARLEYSVILLE BANK Web Banking Password and (ii) notify your wireless carrier to disable wireless telecommunications service (voice and data) from their lost or stolen Mobile Device.
4. Use of HARLEYSVILLE BANK Mobile is subject to the directions, limitations and requirements described on our Website. At any time and without notice, HARLEYSVILLE BANK reserves the right to: (i) terminate its support of any Mobile Device, operating system or mobile carrier; (ii) remove or modify the types of accounts, features and functionality available through HARLEYSVILLE BANK Mobile; and (iii) modify any security procedures or requirements HARLEYSVILLE BANK requires to gain access to HARLEYSVILLE BANK Mobile.
5. You agree that HARLEYSVILLE BANK cannot guarantee and is not responsible for the availability of the data services provided by your mobile carrier, and that service may not be available from time to time. You are responsible for any data or text message charges or other fees that may be billed by your mobile carrier. Check with your mobile carrier for details on specific fees and charges that may be applicable.

6. You may cancel HARLEYSVILLE BANK Mobile at any time via Online Banking Secure Messaging or by calling us at Customer Service . You may cancel the text messaging service by deleting all registered mobile numbers using the Mobile Banking link with in the Preferences menu of HARLEYSVILLE BANK Web Banking.

## Mobile Deposit Agreement

1. **Equipment:** To use the Service, you must have a supported mobile device (e.g., smartphone, iPad etc.) with a supported camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device (collectively, the "Mobile Device"). We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Service.

2. **Limitations:** When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access the Service.

Except as expressly provided in this Agreement, deposits made through the Service are subject to all limitations and terms set forth in the Deposit Account Disclosure governing your Accounts as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

3. **Fees:** You understand and agree that fees may be changed from time to time. Current fees can be found on the Bank's website [www.harleysvillebank.com](http://www.harleysvillebank.com).

4. **Eligible Checks and Items:** You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, elect to include under the Service.

You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use the Service to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you, or to you and another party.
- b. Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- c. Checks or items previously converted to a substitute check, as defined in Reg CC.
- d. Checks or items drawn on a financial institution located outside the United States.
- e. Checks or items that are remotely created checks, as defined in Reg CC.

- f. Checks or items not payable in United States currency.
- g. Checks or items dated more than 6 months prior to the date of deposit.
- h. Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- i. Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your Mobile Deposit Account.

Nothing in this Agreement should be construed as requiring HARLEYSVILLE BANK to accept any check or item for deposit, even if HARLEYSVILLE BANK has accepted that type of check or item previously. Nor shall HARLEYSVILLE BANK be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Agreement.

**5. Security of Your Mobile Device and Account Information:** You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

**6. Image Quality:** The image of a check or item transmitted to HARLEYSVILLE BANK using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

**7. Endorsements and Procedures:** Before transmission you agree to restrictively endorse the back of any check or item transmitted through the Service with your signature, "For Mobile Deposit Only" and "HB" and account # \_\_\_\_\_" or as otherwise instructed by HARLEYSVILLE BANK. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

**8. Receipt of Checks and Items; Crediting:** We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to us. We are not responsible for checks or items we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when the item status is "Accepted" receipt of such confirmation does not mean that the

transmission was error free, able to be processed or complete or that funds will be credited for that check or item. Once the check is rejected, you will not be able to submit this item again using mobile deposit in order to prevent duplicates. You will need to bring this check or item to the nearest branch or mail it to us at Harleysville Bank 271 Main St, Harleysville PA 19438.

Mobile Deposits received and accepted before 4:00 pm (the "Cutoff Time") on a Business Day are credited the Next Business Day and deposits received and accepted after the Cutoff Time on a Business Day are credited on the second Business Day. HARLEYSVILLE BANK may establish later Cutoff Times for checks and items deposited via the service; we reserve the right to change the Cutoff Times at any time as permitted by law. Regardless of whether HARLEYSVILLE BANK establishes later Cutoff Times for checks and items deposited via the Service, you understand and agree that checks and items must be received and accepted by HARLEYSVILLE BANK before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for crediting.

**9. Availability of Funds:** We will make fund available up to 2 Business days after you make the deposit for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy for your Mobile Deposit Account.

**10. Disposal of Transmitted Checks and Items:** After a check or item has posted to your account, you agree to prominently mark the check or item as "Electronically Presented" or "VOID." You agree never to represent to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to HARLEYSVILLE BANK as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for HARLEYSVILLE BANK's audit purposes. You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through the Service and have cleared after 30 days to ensure that such checks and items are not represented for payment and, prior to disposal or destruction, to safeguard such checks and items.

**11. Deposit Limits:** Deposited checks and items are limited to a maximum of 5 items and/or \$2500.00 for consumers and 15 items and/or \$10,000 for Business Customers in deposits daily. We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time.

**12. Presentment:** The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in HARLEYSVILLE BANK's sole discretion as set forth in the relevant deposit account agreement governing your Mobile Deposit Account.

**13. Promises You Make to Us; Indemnity:** You warrant to HARLEYSVILLE BANK that:

a. You will only transmit eligible checks and items that you are entitled to enforce all checks and items will include all signatures required for their negotiation.

b. Images will meet HARLEYSVILLE BANK's image quality standards in effect from time to time.

- c. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- d. You will not deposit or represent the original check or item with HARLEYSVILLE BANK or any other party.
- e. All information you provide to HARLEYSVILLE BANK is accurate and true, including all that all images transmitted to HARLEYSVILLE BANK accurately reflect to front and back of the check or item at the time it was scanned.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You will use the Services only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

You agree to indemnify and hold harmless HARLEYSVILLE BANK from any loss for breach of this warranty provision or the terms of this Agreement.

**14. Changes to the Service:** We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

**15. Cancellation By You; Termination, Suspension, or Refusal By Us:** You may cancel the Service at any time by calling 1-215-256-8828 ext. 310 or by messaging Customer Service via Secure Messaging and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service; (iv) is not in accordance with any other requirement stated in this Agreement or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right in our sole discretion to refuse to honor an instruction, terminate your access to the Service, or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Agreement and the HARLEYSVILLE BANK Online Banking Agreement; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to HARLEYSVILLE BANK's business interests; (d) your account is closed or access to your account is restricted for any reason; (e) you do not use the Service during any 90 day-period; or (f) due to a change in law, regulation, or regulatory directive or guidance. Any cancellation, termination or refusal, whether or not described above, by us will not affect your liability or obligations under this Agreement for actions we have taken on your behalf, or the HARLEYSVILLE BANK Online Banking Agreement or any other agreements you have with us.

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

**17. Ownership and License:** You agree that HARLEYSVILLE BANK retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, including the App. You may use the Service only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of the Service, in any manner contrary to the terms of this Agreement, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

**18. Third Party Beneficiary:** You agree that our Third Party Service Providers may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of liability and that such Third Party Service Providers are, for the purpose of this Agreement, third party beneficiaries to this Agreement with the power to enforce this Agreement.

**19. Liability:** WE ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL HARLEYSVILLE BANK OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HARLEYSVILLE BANK'S AND OUR THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

**20. Miscellaneous:** This Agreement is hereby incorporated by reference into and subject to the provisions of the HARLEYSVILLE BANK Online Banking Agreement, including, but not limited to its provisions regarding arbitration (if you did not reject the arbitration provision), amendment and indemnification. If any portion of this Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

**21. Geographic Constraints:** You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control.

10/30/18