



### **Business Mobile Banking Terms and Conditions**

Thank you for using Woodsville Guaranty Savings Bank Business Mobile Banking. Message & Data rates may apply. In case of questions, please contact customer service at 1-800-5642735 or visit [www.thegarantybank.com](http://www.thegarantybank.com).

#### **Terms and Conditions**

Program: Woodsville Guaranty Savings Bank offers their business customers mobile access to their account information (e.g., for checking balances and last transactions). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. This program will be ongoing. Message and data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 1-800-564-2735. We can answer any questions you have about the program.

Terms & Conditions: By participating in Business 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

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

Privacy and User Information: You acknowledge that in connection with your use of Business Mobile Banking, Woodsville Guaranty Savings 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 Business Mobile Banking or the Software (collectively "User Information"). Woodsville Guaranty Savings 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 Business 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. Woodsville Guaranty Savings Bank and its affiliates and service providers also reserve the right to monitor use of Business 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 Business 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 Business 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 Woodsville Guaranty Savings 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 Woodsville Guaranty Savings Bank or any third-party service provider involved in the provision of Business 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 Woodsville Guaranty Savings Bank, any third-party service provider involved in providing Business 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 Business Mobile Banking or the Software, the security of Business Mobile Banking or the Software, or other customers of Business Mobile Banking or the Software; or (d) otherwise abuse Business 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.

## **Woodsville Guaranty Savings Bank Business Mobile Deposit - Terms and Conditions**

### **Description**

The Business Mobile Deposit service ("Service") is designed to allow you to make deposits to your checking, money market or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Bank or the Bank's service provider. The device must capture an image of the front and back of each check to be deposited in accordance with the procedures as described herein; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this agreement or Federal Reserve Bank regulations for the processing of these checks for payment. We reserve the right to deny you access to the Service if we believe that any loss, theft or unauthorized use of access information has occurred. The Bank reserves the right to cancel the Service if you fail to comply with the terms provided in this agreement.

### **Hardware and Software Requirements**

You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and

other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third party software you may need to use the Service. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

### **Deposit Limits**

The Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. Our current daily deposit limit is \$5,000 and \$5,000 per deposited item.

### **Fees**

Mobile Deposit.....Free\*

\*Fees are subject to change with notification as required by law. Message and data rates from your Internet service provider may apply.

### **Eligible Items**

We can accept checks payable to you, drawn on a U.S. Bank. We cannot accept: checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into, checks payable jointly unless deposited into an account in the name of all payees, traveler's cheques, money orders, checks drawn on a financial institution located outside the U.S., checks not payable in U.S. currency, substitute checks, or returned checks, checks dated more than 6 months prior to the date of deposit.

### **Endorsements and Procedures**

You agree to endorse any item transmitted through the Service. You agree to follow any and all other procedures and instructions for use of the Service as the Bank may establish from time to time. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. You agree to restrictively endorse any item transmitted through the Service with the words "**For Mobile Deposit Only**", in addition to the following: For a check payable to your business, the check must be endorsed by such payee and you may only use Business Mobile Deposit to deposit such check into a Bank account owned by the business. If the check is made payable to you, you may not deposit the check into your business account using the Service.

### **Check Requirements (including image quality)**

The image of an item transmitted to the Bank using the Service must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight

review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).

### **Cut-Off Time for Deposits**

Deposits sent using the Service may be “submitted” any time of day, weekend, or holiday. However, deposits received by us after the daily cut-off time for mobile deposits will be deposited the next business day, provided that the deposit meets all requirements. Deposits submitted on holidays or weekends will also be deposited the next business day, provided they meet all requirements. The daily cut-off time for mobile deposits is 3:00 pm and is subject to change without notice to you.

### **Rejection of Deposits**

After we receive Check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to your Account Terms and Conditions. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank’s rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. It is your responsibility to verify the status of your deposit. If we reject a Check for mobile deposit, you must physically deposit the original Check.

### **Unpaid Checks**

Should you fail to produce the original check, you authorize us to deduct that amount from your account. You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

### **Duty to Report Errors**

The Bank will provide you with periodic statements that will identify the deposits that you make through the

Service. In addition, you may access the Bank's eCorp online banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank through the Service does not constitute an acknowledgement by the Bank that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Account Terms and Conditions. You may notify us by e-mailing us via the "Contact Us" link on our website [www.theguarantybank.com](http://www.theguarantybank.com), or writing to 63 Central Street, Woodsville NH 03785 or telephoning us at 800-564-2735. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this agreement and your Account Terms and Conditions shall relieve the Bank of any liability for such error, omission or discrepancy.

### **Availability of Service/Contingency**

In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the terms or the procedures as described herein for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank location. The deposit of original checks at an office of the Bank shall be governed by the Terms and Conditions of the Account and not by the terms of this agreement.

After you receive confirmation that we have received an image, you must securely store the original Check for 30 days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 30-day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never represent the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

### **Presenting Checks More Than Once**

Once you have used the Service to deposit a Check, you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

### **Your Authentication Method**

You agree that we are entitled to act upon instructions we receive with respect to the Service under your Access ID, password, or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Account Terms and Conditions and this agreement. You agree to take appropriate steps to ensure

that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to: inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

### **Security of Your Mobile Device**

You are responsible for (i) maintaining the confidentiality and security of your Mobile Device, 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, 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. You agree not to supply your access information to anyone and to immediately notify us if you become aware of any loss, theft or unauthorized use of any access information, including your Mobile Device.

### **Data Security**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 800-564-2735 and with written notice at Woodsville Guaranty Savings Bank Attn: Business Mobile Deposits, 63 Central Street, Woodsville NH 03785 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this agreement.

### **Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

### **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.

### **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 NON-INFRINGEMENT OF

ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL WOODSVILLE GUARANTY SAVINGS 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, WOODSVILLE GUARANTY SAVINGS BANK AND OUR THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.