



Business Online Banking (Bizconnect) User Terms and Conditions

The following Terms and Conditions shall apply to all use of Federal Savings Bank's Business Online Banking. These Terms and Conditions are in addition to the terms of the Financial Institution's most current deposit and loan agreements and any applicable disclosures. Federal Savings Bank ("Financial Institution") reserves the right to modify these Terms and Conditions at any time, effective upon publication (or following notification or authorization to the extent required by law). Company's use of any Business Online Banking Service constitutes agreement to these Terms and Conditions and to any subsequent modifications thereof. By signing onto Federal Savings Bank's Business Online Banking system, Bizconnect, you accept all terms and conditions of this agreement. Please read it carefully.

Definitions

Use of "we", "us", "our" and "Financial Institution" are used to refer to Federal Savings Bank and any affiliates. "You", "your", "user" or "Company" refer to the authorized signers, users or owners of any account(s) through Online Banking.

Business Days

Business days are Monday through Friday except for Federal holidays. Transactions initiated on Saturday, Sunday or any Federal holiday will be processed by the Financial Institution on the next business day.

Automated Hours of Operation:

Online Hours:

Monday – Thursday	7:00am – 9:30 pm
Friday	7:00am – 10:15 pm
Saturday	7:00am – 6:15 pm
<i>Sunday and Holidays</i>	<i>No online processing hours</i>

Offline Hours:

When the system is offline, Telephone Banking is still accessible and functions normally. All transactions processed during offline hours are stored and updated automatically when the system returns online.

Customer Support

Telephone Support is available at 1-800-462-2265 Monday through Friday from 8:00 AM to 5:00 PM Eastern time.

Account Access

Subject to the terms of this Agreement, you will generally be able to access your accounts through the Financial Institution website 24 hours a day, seven days a week. At certain times, Online Banking may not be available due to scheduled system maintenance or circumstances beyond our control. Account access may be gained by calling the Financial Institution's Customer Services during regular business hours.

Company Accounts

You request that each of your accounts with Financial Institution be made available for access through the appropriate Service. You may request Financial Institution to include accounts of affiliated companies for access through the Services (i.e. companies in which Company or its parent have direct, or indirect majority ownership). You represent and warrant that you are authorized to give such instructions and to have such accounts included. You shall provide appropriate authorizations from such companies to Financial Institution permitting their account(s) to be so included.

Account Authorization

Any authorized representative of your business designated in the current depository resolution and the Bizconnect Agreement is authorized, subject to these User Terms and Conditions as modified from time to time, to:

- Access each Online Banking accessible account(s) in any manner and for any purpose available through this service, whether now available or available in the future; and,
- Use any service in any manner and for any purpose available through Online Banking, whether now available or available in the future.

Responsibility for Administrators:

- The System requires you to designate at least one Administrator. The Administrator is established within your end-user agreement. The Administrator will be responsible for maintaining your System settings and user security. Access to the System will be based upon the identification of users and authority levels specified by you or your designated system administrator. You must notify us if you terminate or change the Administrator.
- The System will allow the Administrator to establish authority levels to help you manage additional users and their access. The levels are used to specify who can access specific accounts, what dollar amounts individuals are authorized to handle, and what functions an individual can access within an account. It has a hierarchical structure that gives an Administrator access to all functions. The Administrator is then responsible for setting up other users within the Company. You can use the System seven days a week, twenty-four hours a day, although some or all System options may not be available occasionally due to emergency or scheduled system maintenance. We will attempt to post notice of any extended periods of non-availability through the System or website screens.
- The Administrator is responsible for assigning all persons ("Authorized Users") with a User ID, Password and Authentication Method and who will be an Authorized User and what (if any) limitations (including what level of activity is appropriate for each account). Such limitations include, but are not limited to, determining which Authorized Users have access to ACH and

wire services, determining which accounts an Authorized User can access and determining dollar limitations for each type of Service that an Authorized User can access via the System. The Administrator is also responsible for changing and maintaining the System ID and Password, resetting Login Count, changing account names, modifying display options and being the primary contact with the Bank support staff. Further, the Administrator is responsible for the ability to add, change or delete Authorized Users; add, change or delete access to accounts; and reset User IDs and Passwords for Authorized Users. Finally, the Administrator will have full access to your accounts at the Bank, as well as any new accounts you may open in the future which are designated to be accessed via the System.

- The Bank will not control or oversee the Administrator function. If you accept the Administrator function, you agree to this and all action taken by the Administrator, and all such persons are your agent for purposes of use of the System or the Services. You further agree to assume all risks associated with providing User ID's, Passwords and Authentication Methods to your agents, representatives, employees or officers, and to limit the number of User ID's, Passwords and Authentication Methods issued to only those who have a specific need to use the Service. You must establish authorization parameters and/or limits for each person you authorize to use the Service on your behalf.

Security

YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO PREVENT UNAUTHORIZED ACCESS TO YOUR USER ID AND PASSWORD. IF YOU BELIEVE THAT YOUR PASSWORD HAS BEEN STOLEN OR COMPROMISED, YOU AGREE TO IMMEDIATELY NOTIFY FINANCIAL INSTITUTION AT THE TOLL-FREE NUMBER LISTED ABOVE (see "Customer Support"). You assume the entire risk for any fraudulent or unauthorized use of your User ID or password, excepting only losses directly resulting from the gross negligence or intentional misconduct of Financial Institution, its employees or agents. You also assume the risk for any user IDs or passwords created by the Company Administrator.

- You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize
- Your Password must be at least 8 characters in length and consist of both alpha and numeric characters for purposes of security. Passwords cannot be reused within a 24 month period. We recommend that you create a Password that utilizes both upper and lower case characters. Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.
- You agree to take appropriate steps to ensure that all User ID's, Passwords, Authentication Methods and any other applicable security procedure issued to its agents, representatives, employees or officers are protected and kept confidential. In your review of the System, including those aspects of the System pertaining to the issuance, use, and protection of User ID's, Passwords, Authentication Methods and security procedures, you agree to notify the Bank in the event your use of the System would necessitate or be better served by a level of security that exceeds that offered by the System. If you fail to notify the Bank, you acknowledge and agree that the security aspects of the System are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

- You agree to indemnify and release the Bank from any and all liability, and agree not to make any claim against the Bank or bring any action against the Bank, relating to its honoring or allowing any actions or transactions that were conducted under your User ID, Password and Authentication Method or acting upon messages or authorizations provided to us using your User ID, Password and Authentication Method.
- You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to the System, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of System services, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.
- By directing us, through the use of the System, the Service used in conjunction with your User ID, Password and Authentication Method, you authorize Bank to complete the transaction. Any requests or instructions we receive from you through the System using your User ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, check images, changes to accounts or Service or any other communication you provide us through the System using your User ID, Password and Authentication Method.
- Your access to the System will be blocked in the event your User ID, Password and Authentication Method is entered incorrectly on three consecutive attempts. If this happens, please call the eBanking Department at 800-462-2265.

Data Protection:

- You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your paper statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID, Password and Authentication Method are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others.

Security Interest in Accounts and Settlement Reserve:

- You grant us a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement.

Financial Institution's Obligations

- Financial Institution agrees to transmit all the financial data under its control required to utilize the Services selected by Company and to act on appropriate instructions received from Company in connection with such Services. Company understands and agrees that the Services may be provided by Financial Institution or its designated agent.
- Company understands that Services availability is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating Company's instructions and requests to Financial Institution and Financial Institution's response. Financial Institution shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by Company in the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of Financial Institution.
- Financial Institution shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the Services by unauthorized persons (and in this connection it is understood and agreed that implementation by Financial Institution of its normal procedures for maintaining the confidentiality of information relating to its customers, and where practicable the obtaining by Financial Institution from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation so to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by Company by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Services. COMPANY ASSUMES FULL RESPONSIBILITY FOR THE CONSEQUENCES OF ANY MISUSE OR UNAUTHORIZED USE OF OR ACCESS TO THE SERVICES OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION OR INSTRUCTIONS OF COMPANY BY COMPANY'S EMPLOYEES, AGENTS, OR OTHER THIRD PARTIES.

Online Services Available

Online Banking may be used to access Financial Institution products and services at the selected service level. Available services include obtaining balance information, transaction history, funds transfers, viewing check images, and stop payment requests. In some instances balances and transaction history may only reflect activity conducted through the close of the previous business day.

Federal Savings Bank may, from time to time, modify, enhance or introduce new online services. When this happens we will update our website to include them. By using an online service through Online Banking, you agree to be bound by these Terms and Conditions, as modified at that time.

Automated Clearing House (ACH) origination, Bill Payments, and Wire Transfers each require separate agreements. If you are interested in any of these services you may contact the eBanking Department at the toll-free number above (see Customer Support).

Internal Funds Transfers

You may transfer funds among any checking, savings, Money Market, or loan accounts maintained by you with Financial Institution which are accessible via Online Banking.

Any transfer you make from your Savings or Money Market Account will count toward the six transfers or payments per statement period permitted under the terms of your Account Agreement. A detailed explanation of the limitations of transfers, withdrawals and payments from this account can be found on your account disclosure. Fees may apply for transactions on Savings and Money Market Accounts. More information on fees can be found in our fee schedule or your original account agreement. The Financial Institution may also close your Savings or Money Market Account in the event of excess transfers.

A transfer between internal Financial Institution accounts that is completed before the transfer cutoff time(s) on a business day (see Automated Hours of Operation listed below) will be posted from your Federal Savings Bank account(s) the same day. All transfers completed after the transfer cutoff time on a business day or on a day that is not a business day, will be posted the next business day.

Provisions applicable to all internal transfers:

- You agree that you will not initiate any funds transfer request that would cause the account balance to be less than \$0.
- You agree that Financial Institution may act upon any funds transfer request that Financial Institution reasonably believes is initiated or directed by an authorized person.
- Financial Institution may reject any funds transfer request, which exceeds the collected and available funds on deposit with Financial Institution in the applicable account. The Financial Institution may, in its sole discretion, permit an overdraft to complete a funds transfer, and you agree to repay Financial Institution immediately the amount of the overdraft plus any applicable fee. Financial Institution is not obligated, however, to permit any further overdrafts or to give any notice that further overdrafts will not be permitted, regardless of how many overdrafts may have been permitted previously.
- You cannot cancel or modify a funds transfer request after its receipt by Financial Institution. Financial Institution, in its sole discretion, may make reasonable efforts to cancel or modify the transaction if Financial Institution has not yet acted upon the request.

Agreement to Pay

You agree to pay Federal Savings Bank, without defense or set off, any and all loan advances obtained via Online Banking by any authorized person and to pay any other charges (including finance charges, collection costs, or other amounts) due in accordance with the applicable loan or credit agreement. You also are responsible for repayment of any overdrafts that may be permitted by Financial Institution pursuant to any funds transfer or online payment made via Online Banking by any authorized person and to pay any applicable Financial Institution fees or charges.

Fees and Charges:

- You agree to pay the fees and charges for your use of the System and the purchase or lease of any required Equipment as we have established and may amend from time to time. These fees and charges will be in addition to any charges associated with the account you maintain with the Bank. You agree that all such fees and charges will be deducted from the Bank checking account designated in this Agreement. If you close your account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the System.

Stop Payment Requests

Stop payment orders may be transmitted by Online Banking and must be received by the Financial Institution by such time that the Financial Institution will have a reasonable opportunity to act on it prior to the earlier of the payment of the check, draft or other item ("check") by the Financial Institution or the cutoff hour established by the Financial Institution for receipt of such orders, if any. Financial Institution will provide a Stop Payment form by mail that must be signed and returned to the Financial Institution within 14 days of the original Stop Payment request in order for the Stop Payment to remain on the system. THE FINANCIAL INSTITUTION IS NOT BOUND BY A WRITTEN STOP PAYMENT ORDER AFTER 6 MONTHS FROM THE DATE OF A WRITTEN STOP PAYMENT ORDER OR CONFIRMATION UNLESS THE ORDER IS RENEWED EITHER VIA ONLINE BANKING OR BY SIGNING A STOP PAYMENT ORDER REQUEST FORM FOR ANOTHER SIX MONTHS. Stopping payment on a check does not relieve you or any other signer of the check from liability on the check to a person who has taken the check for value, in good faith, and without notice of any defense or claim that you or any other signer of the check may have on the check.

By initiating a stop payment order, you agree to pay the stop payment fees identified in the Financial Institution's current fee schedule and authorize the Financial Institution to deduct the fees from any account that you maintain at the Financial Institution.

You understand the need for absolute accuracy in describing the check upon which stop payment is being requested. IF ANY INFORMATION DESCRIBING THE CHECK IS NOT ACCURATE, THE FINANCIAL INSTITUTION MAY NOT FIND THE ITEM AND THEREFORE THE CHECK WILL NOT BE STOPPED. The Financial Institution will not be liable for failing to stop payment on a check or for stopping payment on the check if the check is not accurately described by you. The Financial Institution is obligated only to exercise good faith and ordinary care in complying with any stop payment order.

You indemnify and hold harmless the Financial Institution against any loss, cost, expense, damage or liability (including reasonable attorneys' fees) the Financial Institution may sustain for stopping payment on any check described in a stop payment order.

Disputes:

- In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

Change in Terms:

- The Bank may at any time amend, modify, add or delete (collectively and individually a "change") the terms of this Agreement with or without notice unless prohibited by applicable law. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by account holder or Bank at the time this Agreement is entered. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, you agree that we may notify you of the change in terms by mail or by posting a notice on our website. Further you agree that your continued use of the Service(s) constitutes your agreement to the change. If you wish to decline to be bound by the change, you must terminate the account or discontinue the System to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

Alterations and Amendments

- This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after The Service provides you a notice of change will constitute your agreement to such change(s).
- Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.
- Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.
- In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

Address or Banking Changes:

- It is your sole responsibility to ensure that the contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting customer service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the applications Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Liability

Financial Institution's duties and liabilities will be limited to those set forth herein. FINANCIAL INSTITUTION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY COMPANY AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF FINANCIAL INSTITUTION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF FINANCIAL INSTITUTION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY COMPANY FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE [SIX] MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. IN NO EVENT SHALL FINANCIAL INSTITUTION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT FINANCIAL INSTITUTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. FINANCIAL INSTITUTION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO COMPANY IN CONNECTION WITH ANY MATTER. UNDER NO CIRCUMSTANCES WILL WE HAVE ANY LIABILITY TO YOU FOR FAILING AT ANY TIME TO PROVIDE ACCESS TO YOUR ACCOUNTS THROUGH THIS SERVICE.

FINANCIAL INSTITUTION, ITS AFFILIATES, SERVICE PROVIDERS AND AGENTS WILL INCUR NO LIABILITY FOR LATE OR UNSUCCESSFUL BILL PAYMENT ATTEMPTS, TRANSACTIONS OR TRANSFER ATTEMPTS: IF THE DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS; IF THE MONEY IN THE ACCOUNT IS SUBJECT TO LEGAL PROCESS OR OTHER ENCUMBRANCES RESTRICTING ITS TRANSFER; IF INCOMPLETE OR INACCURATE INFORMATION IS FORWARDED TO FINANCIAL INSTITUTION BY THE UNITED STATES TREASURY OR THROUGH AN AUTOMATED CLEARING HOUSE; IF THE USER ID OR PASSWORD HAS BEEN REPORTED AS LOST OR STOLEN; IF THE ONLINE BANKING SERVICE OR FINANCIAL INSTITUTION WEBSITE IS MALFUNCTIONING AND YOU HAVE BEEN SO ADVISED; IF YOU HAVE FAILED TO PROVIDE PROPER PAYEE INFORMATION, FAILED TO PROPERLY FOLLOW BILL PAYMENT INSTRUCTIONS, THE PAYEE OR TRANSFER RECIPIENT MISHANDLES OR DELAYS A PAYMENT OR TRANSFER; IF FINANCIAL INSTITUTION HAS REASONABLE GROUNDS TO BELIEVE THAT SUCH TRANSFER OR BILL PAYMENT IS UNAUTHORIZED; IF YOUR COMPUTER EQUIPMENT, SOFTWARE OR ONLINE CONNECTION OR ONLINE SERVICE PROVIDER WAS MALFUNCTIONING AT THE TIME SUCH TRANSFER OR BILL PAYMENT ATTEMPT WAS MADE, OR FOR ANY CIRCUMSTANCES BEYOND FINANCIAL INSTITUTION'S CONTROL, INCLUDING ANY NATURAL DISASTERS, DELAYS IN MAIL SERVICE, OR OTHER FORCE MAJEURE EVENTS.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not in accordance with any term or condition applicable to the relevant account;
- We reasonably believe may have been requested or issued without proper authority;
- Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal;
- We reasonably believe might violate the laws or regulations of the United States, including without limitation, regulations of the Office of Foreign Asset Control (OFAC)
- Would violate any applicable provision of any risk control program of the FDIC or applicable rule or regulation of any other Federal or state regulatory authority;

- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or,
- We reasonably decline to honor for your or our protection.

Disclaimer of Warranty, Limitation of Liability and Indemnity:

- We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, the existence of any latent or patent defects, viruses, or the accuracy or freedom from error, of the data or the program used by or furnished to the Bank or to you by licensor or others, in connection with the System or Service(s) provided to you under this Agreement. Without limiting the generality of the foregoing, the Bank makes no representation or warranty, express or implied, against any infringement of any proprietary rights of any other party. You assume the entire risk as to the quality and performance of the System, the suitability of the Service, and with respect to any documentation. This paragraph shall survive the termination of this Agreement by either account holder or the Bank, and also limits the liability of any agent, employee or affiliate of the Bank. We do not and cannot warrant that the System will operate without errors, or that any or all Service(s) will be available and operational at all times.
- The Bank agrees to be responsible only for performing the Service(s) expressly provided for in this Agreement and shall be responsible only for its actions or inactions for which the Bank has engaged in gross negligence or willful misconduct in performing those Service(s). The Bank will not be responsible for your acts or omissions and none of your employees or agents shall be considered agents of the Bank. You agree to defend, indemnify and hold the Bank harmless against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of:
 - Any claim of any person that is responsible for any act or omission by you or your employees or agents;
 - Any claims against the Bank from a third party resulting directly or indirectly under this Agreement where the Bank has acted in accordance with your instructions and/or within the terms of this Agreement;
 - Your negligence or breach of this Agreement
 - Your failure to provide the appropriate information for an instruction via the System;
 - Your failure to provide and maintain accurate information in this Agreement and Remote Deposit Services Application; and
 - Any breach by you of any representation or agreements made pursuant to or in this Agreement.
- You understand and agree that the Bank's liability and your sole and exclusive remedy for claims in connection with or arising out of this Agreement for any cause whatsoever and regardless of the form of action shall be limited to actual, direct damages for losses resulting from the Bank's gross negligence or willful misconduct. In no event shall the Bank be liable for special, consequential, incidental, exemplary or similar damages including, but not limited to, lost profits or lost savings, even if the Bank was advised of the possibility thereof.
- Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting:
 - If any legal constraint or circumstances beyond the Bank's control caused such failure or delay;

- If the System was not working properly, and you knew about the breakdown when you started the check image and deposit instruction; or
 - If there are other exceptions stated in our agreement with you.
- Nothing contained in this Agreement shall be deemed to relieve you of any liability, duty or obligation which may be imposed upon you by any federal, state or municipal laws, including without limitation, laws requiring you to maintain records regarding your business or employees or to withhold taxes or other deductions.
- You will indemnify and hold harmless the Bank, its licensors and providers of services, and their respective directors, officers, shareholders, employees and agents (each an "Indemnified Party") from and against any third party suits, proceedings, claims, demands, causes of action, damages, liabilities, losses or expenses (including reasonable attorneys' fees and other legal expenses) that result from or arise out of:
 - The wrongful acts or omissions of you, or any person acting on your behalf, in connection with your use of the System or processing of checks hereunder, including without limitation:
 - A breach by you of any provision, representation or warranty of this Agreement;
 - The negligence or willful misconduct (whether by act or omission) of you, your customers, or any third party on behalf of you;
 - Any modifications or changes to the System made by you or any third party within the control or on behalf of you;
 - Any misuse of the System by you or any third party within the control or on behalf of you; or
 - The failure by you to comply with applicable state and federal laws and regulations.
 - Any act or omission of the Bank that is in accordance with this Agreement or instructions from you; or
 - Any claim by any recipient of a substitute check corresponding to a check processed by you hereunder, that such recipient incurred loss due to the receipt of the substitute check instead of the original check (a "Claim").
- The Bank will not be liable to you for any of the following, unless liability or loss is a result of the Bank's breach of this Agreement or the gross negligence or willful misconduct of the Bank or its employees or agents:
 - Any damages, costs or other consequences caused by or related to the Bank's actions that are based on information or instructions that you provide to the Bank;
 - Any unauthorized actions initiated or caused by you or your employees or agents;
 - The failure of third persons or vendors to perform satisfactorily, other than persons to whom the Bank has delegated the performance of specific obligations provided in this Agreement;
 - Any refusal of a Payor Financial Institution to pay an electronic item or substitute check for any reason, including without limitation that the check, electronic item or substitute check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature;
 - Any other party's lack of access to the Internet or inability to transmit or receive data;
 - Failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems; or
 - Actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of an electronic item to the Bank.
- The Bank's liability for errors or omissions with respect to the data transmitted or printed by the Bank will be limited to correcting the errors or omissions. Correction will be limited to

reprinting and/or representing substitute checks or electronic items to the Payor Financial Institution.

- The Bank shall indemnify and hold harmless you, and your directors, officers, shareholders, employees, and agents (each an "Indemnified Party") from and against any third party suits, proceedings, claims, demands, causes of action, damages, liabilities, losses or expenses (including reasonable attorneys' fees and other legal expenses) arising from a claim by a third party that your use of the System to:
 - Capture electronic images of original checks;
 - Electronically transmit the resulting electronic images to the Bank for processing, in accordance with the Remote Deposit User Guides; and/or
 - Store electronic copies of such electronic images within the System, directly infringes any valid United States copyright or United States patent of such third party (a "Claim").
- The Bank shall have no liability under this provision to the extent a Claim is attributable to:
 - Modification of the System by anyone other than the Bank without the express prior written consent of the Bank, if liability for infringement would not have arisen but for such modification;
 - Combination or use of the System with any software or hardware not provided by the Bank, if liability for infringement would not have arisen but for such combination or use with such software or hardware;
 - Use of the System in any way not authorized by this Agreement, if liability for infringement would not have arisen but for such unauthorized use;
 - Transmission of electronic images to any other computer, system or media, other than, transmission to the Bank for the purpose of processing such electronic images as contemplated herein, if liability for infringement would not have arisen but for such transmission;
 - Use of other than the most current release of the System provided to you, if liability for infringement would not have arisen if the most current release had been in use; or
 - Any breach by you of this Agreement, if liability for infringement would not have arisen but for such breach.
- If your use of the System is, or in the Bank's opinion is likely to be, enjoined due to any Claim, the Bank shall, at its sole option and expense, do one or more of the following:
 - Provide you the right to continue using the System at no additional expense;
 - Replace or modify the System with non-infringing software, without a material reduction in functionality or performance;
 - Resolve any Claim so that you may continue using the System at no additional expense; or
 - Terminate the Service and the license of the System.
- Any action by the Bank shall not relieve the Bank of its obligation to indemnify Indemnified Parties in accordance with the other provisions of this provision, and you agree and acknowledge that the remedy provided in this provision is the sole and exclusive remedy of you, and consequently the sole and exclusive liability of the Bank, with respect to any Claim or any related action, and the Bank shall not be otherwise liable to you for providing non-infringing software.
- An Indemnified Party shall:
 - Provide the indemnifying party prompt written notice of any Claim for which the Indemnified Party intends to claim indemnification;

- Provide the indemnifying party (and/or its licensors, in case the Bank is the indemnifying party) the right to control and direct the investigation, defense and settlement of the Claim; and
 - Cooperate fully with the indemnifying party (and/or its licensors, in case the Bank is the indemnifying party) in the investigation, defense and settlement of such Claim.
- The failure to deliver notice to the indemnifying party promptly after an Indemnified Party becomes aware of a Claim, if prejudicial to the indemnifying party's ability to defend such action, shall relieve the indemnifying party of any liability to Indemnified Parties under this provision to the extent of such prejudice. An Indemnified Party shall not settle or compromise any Claim, and any settlement or compromise by an Indemnified Party of a Claim shall be void as against the indemnifying party and shall terminate the indemnifying party's obligation to indemnify such Indemnified Party. The indemnifying party (and/or its licensors, in case the Bank is the indemnifying party) may settle or compromise any Claim, provided that such settlement or compromise does not involve any admission of wrongdoing on the part of any Indemnified Party or require any payment or other performance by any Indemnified Party.

Indemnification

Except to the extent that we are liable under these User Terms and Conditions or an agreement that otherwise governs your deposit and/or loan account(s), you agree to indemnify and hold Federal Savings Bank, its affiliates, directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an account or the performance of the Online Banking service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Online Banking by you or your authorized representative.

Termination:

- We reserve the right to terminate this Agreement or limit your use of the System at any time and for any reason at our discretion reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Service(s) without prior notice include, but are not limited to:
 - If you breach this or any other agreement we may have with you;
 - If we have reason to believe that there has been or may be an unauthorized use of your User ID, Password and Authentication Method or account(s);
 - If there are conflicting claims as to the funds in any of your account(s);
 - If you request us to do so;
 - If you do not access the System for a period of 90 days or longer;
 - If you have insufficient funds in any one of your Bank accounts; or
 - If you do not designate a new Primary Account immediately after you or we close your Primary Account.
- You may cancel your System at any time by e-mail, visiting one of our office locations, calling our eBanking Department at (800) 462-2265, or by writing us Federal Savings Bank, 633 Central Ave. Dover, NH 03820. Your access to the System will be suspended within 36 hours of our receipt of your instructions to cancel the System. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of

termination. Termination will apply only to the System and does not terminate your other relationships with us.

- Any termination will not affect obligations arising prior to termination, such as the obligation to process any checks and electronic items (including returned electronic items) that were in the process of being transmitted or collected prior to the termination date. If the Bank has provided you with any equipment it must be surrendered to the Bank at the time of termination.

Governing Law:

- This Agreement shall be construed in accordance with and governed by the laws of the State of New Hampshire and this Agreement. It shall be the responsibility of the Company that deposit transactions processed through the Service comply with all local, state, and federal laws, rules and regulations, including but not limited to, sanctions laws administered by the Office of Foreign Assets Control (OFAC), and laws administered by the United States of America in existence as of the date of this Agreement and as amended from time to time. It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.)

Third Party Beneficiary

The parties acknowledge that Fiserv Solutions, Inc. (d/b/a Business online banking) is an intended third party beneficiary of this Agreement.

Assignment:

- You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

Captions:

- The captions of sections hereof are for convenience only and shall not control or affect the meaning on construction of any of the provisions of this Agreement.

Compliance with Law:

- You shall not export, re-export or otherwise transfer, directly or indirectly, the System or any portion thereof to any location outside the United States without first complying with all applicable foreign and United States federal, state and local laws, rules, regulations or controls (including without limitation those regarding import, export, marketing, distribution or use of software programs).

Further Assurances:

- You agree to, at your expense, promptly execute and deliver such further documents and take any and all other actions reasonably requested by the Bank from time to time, for the purpose

of fully effectuating the intent and purposes of this Agreement, and to protect the interests of the Bank, its licensors, and their respective successors and assignees.

Injunctive Relief:

- You acknowledge that violation of your commitment regarding the security and use of the System may cause irreparable injury to the Bank and/or its licensors, and agree that the Bank be entitled to seek and obtain temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.

Survival:

- You agree that the provisions of this section of the Agreement survive termination of the license granted hereunder and the termination of this Agreement.

Additional Disclosures:

- In addition to the above paragraph regarding confidentiality, you understand information about your accounts or the deposit you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written.

Severability:

- If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

Your Representations and Warranties:

- You represent and warrant to the Bank as follows:
 - You have all requisite power and authority to enter into this Agreement. The entering of the Agreement, and execution of the corresponding application incorporating the same, has been duly and validly authorized by all necessary action. Further, the individual or individuals who execute the application for the services contemplated under the Agreement on your behalf is each duly authorized by you to do so;
 - Any transaction contemplated hereby will not be in violation of state or federal law; and
 - All formalities will be followed with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions and any record keeping requirements with respect thereto.

Risk of Loss:

- In no event shall we be liable for any loss due to the following circumstances:
 - Hostile or war-like action in time of peace or war.

- Non-performance or delays caused by any force beyond our control, including without limitation, error, delays or defaults of any kind in the transmission or delivery of instructions by us or by any correspondent or agent of the Bank, inclement or severe weather, electrical, mechanical, telephone or other power failure or shortage, fires, strikes, or other labor troubles, acts of God, regulation, order, or direction of any government agency, body, or other governmental entity.

CheckFree Bill Payment Service Terms and Conditions

Service Definitions:

- “Service” means the bill payment serviced offered by/through CheckFree Services Corporation.
- “Agreement” means these terms and conditions of the bill payment service.
- As used within this Agreement, “you” and “your” refer to the person or entity enrolling in the Service, as well as any authorized users of the Service that such person or entity allows, subject to the parameters of multiple user access as set forth within the application.
- “Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- “Payment Instruction” is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, biller name, Biller account number, and Scheduled Payment Date).
- “Payment Account” is the checking account from which all Service fees will be automatically debited.
- “Business Day” is every Monday through Friday, excluding Federal Reserve holidays.
- “Scheduled Payment Date” is the day you want your biller to receive your bill payment and is also the day your payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business day.
- “Due Date” is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- “Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

Payment Scheduling:

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

The Service Guarantee:

Some transactions may take longer to be credited to your account due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions,. The Service will bear responsibility for any late payment related charges up to \$50.00

should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under “Payment Scheduling” in this Agreement.

Payment Authorization and Payment remittance:

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account.
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Payment Methods:

- The service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

Payment Cancellation Requests:

- You may cancel or edit any scheduled payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Stop Payment Requests:

- The Service’s ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to

act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

Prohibited Payments:

- Payments to Billers outside of the United States or its territories are prohibited through the Service.

Exception Payments:

- Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not the Service.

Bill Delivery and Presentment:

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- Information provided to the Biller:
 - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.
- Activation:
 - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- Authorization to obtain bill data:

- Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- Notification:
 - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- Cancellation of electronic bill notification:
 - The electronic biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- Non-Delivery of electronic bill(s):
 - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- Accuracy and dispute of electronic bill:
 - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.
- The Agreement does not alter your liability or obligations that currently exist between you and your Billers.

Disclosure of Account Information to Third Parties:

- It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:
 - Where it is necessary for completing transactions;
 - Where it is necessary for activating additional services;
 - In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
 - To a consumer reporting agency for research purposes only;
 - In order to comply with a governmental agency or court orders; or,
 - If you give us your written permission.

Service Fees and Additional Charges:

- Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Failed or Returned Transactions:

- In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:
 - You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service; For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever is lower, for any unpaid amounts may be imposed;
 - You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
 - You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
 - The Service is authorized to report the facts concerning the return to any credit reporting agency.

Biller Limitation:

- The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Returned Payments:

- In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

Information Authorization:

- Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial

information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

Business Mobile Banking Terms and Conditions

- Thank you for using the Mobile Banking Services (“Services”) and any related Software (“Software”) provided by Federal Savings Bank (“Financial Institution”) combined with your handheld's app capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Federal Savings Bank in its discretion may modify these Terms and Conditions at any time.
- Terms and Conditions:
- Program: Federal Savings Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions). This program will be ongoing. Standard data charges apply. Customers will be allowed to opt out of this program at any time.
- Questions: You can contact us at ebanking@fsbdover.com or (603)742-4680. We can answer any questions you have about the program.
- The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Federal Savings Bank or any service provider Privacy and User Information. You acknowledge that in connection with your use of the Services, Federal Savings Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively “User Information”). Federal 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 the Services 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. Federal Savings Bank and its affiliates and service providers also reserve the right to monitor use of the Services and 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.
- Messaging and Data Charges: By participating in the Services or using the Software you agree that the Services or Software may require the use of your handheld device’s data capabilities and that standard data charges apply in accordance with your Service Agreement with your Mobile Service Provider. You agree that Federal Savings Bank is not responsible for any charges you may incur while using the Services and Software provided as part of this agreement.
- “Smartphones” and Other Web Enabled Devices: You acknowledge that Smartphones and other Web Enabled Devices are subject to the same security risks as computers that are attached to

the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on such devices.

- General Information: Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your account(s). The information contained within Mobile Banking and any related software is for informational purposes only. You understand and agree these services may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Mobile Banking. Additionally, not all of the products, services or functionality described on the online banking site(s) or your online banking agreement are available when you use a mobile device. You are required to notify Federal Savings Bank immediately if your mobile device is lost or stolen. Any losses or charges incurred through loss of your mobile device or the safeguarding or failure to safeguard passwords will remain your responsibility.
- Deposit Checks: We can accept checks payable to you or to you and any other account owner that are drawn on a U.S. bank. We can't accept checks payable to a non-account owner, traveler cheques, foreign checks, substitute checks, savings bonds, returned checks, postdated or stale dated checks (older than 6 months), or checks with poor image quality.
- Federal Savings Bank reserves the right to impose limits on the amount(s) and/or number of Mobile Deposits.
- Deposits received and confirmed before 5:00 pm ET on a business* day will be considered to be deposited that same business day. Deposits received after 5:00 pm ET or on a weekend or holiday will be confirmed and considered as deposited the next business day.
- Deposits made after 5:00 pm on Friday, over the weekend or on a holiday are combined with the deposits for the next business day and limited to the daily limit.
- Endorsement: Endorse the check as usual and add "For Mobile Deposit Only" below your signature. Please be sure that all payees have endorsed the check before processing the deposit. All deposits are subject to verification and can be denied upon review.
- You agree to safeguard and keep the original Item for thirty (30) Business Days after you have transmitted the Item. After 30 Business Days following the deposit using Mobile Deposit, if you have verified that the funds have been credited to your account, you agree to properly dispose of it to ensure it is not presented for deposit again.
- The Mobile Deposit service is provided at no charge to you. Federal Savings Bank may, upon at least 30 days prior notice to you, to the extent permitted by applicable law, charge a fee for the use of the Mobile Deposit service. If you continue to use the Mobile Deposit 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.

- All deposits are subject to verification and can be adjusted upon review. If a hold is placed on a mobile deposit, you will be notified in accordance with our funds availability policy. The Bank makes no warranties that the Remote Mobile Service will be error free, secure, and uninterrupted – you agree that the use of the Remote Mobile Service is at your own risk and on an “as is” basis. We reserve the right to deny access to the use of our Remote Mobile Service without prior notice if the service is unable to confirm your authority to access the Remote Mobile Service or we believe such action is necessary for security or fraudulent reasons.
- *Business Day – Any day other than a Saturday, Sunday or federally declared holiday.

REMOTE DEPOSIT SERVICES AGREEMENT

Introduction:

- This Remote Deposit Services Agreement (the "Agreement") governs the use of Federal Savings Bank Remote Deposit Services (the “Service”). The Service allows you to operate an image scanner device specified by the Bank to scan paper checks to create an image cash letter file to send to Bank through the System. This Agreement establishes the terms and conditions for electronic access to the remote deposit capture system (the "System"). When you use any of the Service(s) described in this Agreement, you agree to the terms and conditions of this Agreement.

Rules, Laws and Regulations:

- You agree to abide by and comply with all local, state, and federal rules, laws and regulations, including but not limited to, Regulation CC - “Expedited Funds Availability Act”, its Subparts B, C and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act), Bank Secrecy Act (BSA), the rules of the National Automated Clearing House Association (NACHA), sanctions laws administered by the Office of Foreign Assets Control (OFAC), and laws administered by the United States of America in existence as of the date of this Agreement and as amended from time to time (herein collectively referred to as the “Rules”).
- It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.) The specific duties of the Company provided in the following paragraphs of this agreement in no way limit the foregoing undertaking. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules.

Other Agreements:

- The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts, in addition to your other agreements with the Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

Using Remote Deposit Service:

- To use the System, you must have at least one checking account at the Bank, acquire the computer hardware and software required to access the System, World Wide Web access via a

secure Internet Service Provider (ISP), an Internet browser that supports a minimum 128 bit encryption standard, anti-virus software, and a valid e-mail address.

- Once we have received your signed Remote Deposit Services Application, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned User ID, Password and Authentication Method. The System can be used to send check images for deposit to only the Bank accounts designated for access by the System in your Remote Deposit Services Application. You can add, change or delete any of your Bank accounts or User access from this Agreement by completing a new Remote Deposit Services Application or Change Form. Remote deposit access to your accounts through the System will be based upon the identification of users and authority levels specified by you or your designated administrator. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the accountholder.

Definitions:

- Account: Each of your accounts at the Bank into which checks transmitted electronically will be deposited.
- Automated Clearing House or ACH: A facility that processes debit and credit transfers under rules established by a Federal Reserve Bank operating circular on automated clearing house items or under rules of an automated clearing house association.
- Available for Withdrawal: With respect to funds deposited means available for all uses generally permitted to you for actually and finally collected funds under the Bank's Account Agreement or policies, such as for payment of checks drawn on the account, certification of checks drawn on the account, electronic payments, withdrawals by cash, and transfers between accounts.
- Banking Day: The part of any business day on which an office of the Bank is open to the public for carrying on substantially all of its banking functions.
- Business Day: Monday through Friday except for holidays.
- Check:
 - A negotiable demand draft drawn on or payable through or at an office of a bank;
 - A negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank;
 - A negotiable demand draft drawn on the Treasury of the United States;
 - A demand draft drawn on a state government or unit of general local government that is not payable through or at a bank;
 - A United States Postal Service money order; or
 - A traveler's check drawn on or payable through or at a bank.
- The term check includes an original check and a substitute check.
- The term check does not include a noncash item or an item payable in a medium other than United States money.
- A draft may be a check even though it is described on its face by another term, such as money order.
- The term check also includes a demand draft of the type described above that is nonnegotiable.
- Check 21: Check clearing for the 21st Century Act, which may be amended from time to time.
- Check Image: An electronic image of an original check (including a substitute check) created by you in connection with the Service.

- Claimant Bank: A bank that submits a claim for a re-credit for a substitute check to an indemnifying bank.
- Collecting Bank: Any bank handling a check for forward collection, except the paying bank.
- Depository Bank: The first bank to which a check is transferred even though it is also the paying bank or the payee. A check deposited in an account is deemed to be transferred to the bank holding the account into which the check is deposited, even though the check is physically received and indorsed first by another bank.
- Electronic Item: A digitized image of a check, an image exchange item, or any other electronic version of a check or other electronic item (such as items process able through the Automated Clearing House (ACH) system) approved by the Bank for processing through the System.
- Electronic Payment: A wire transfer or an ACH credit transfer.
- Endpoint: Any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of electronic items or substitute checks.
- Forward Collection: The process by which the Bank sends a check on a cash basis to a collecting bank for settlement to the paying bank for payment.
- Image Exchange Item: A digitized image of a check cleared and settled directly with a payor financial institution without conversion to a substitute check.
- Imaged Item: A digitized image of a check that is created by you and transmitted to the Bank using the Service.
- Indemnifying Bank: A bank that provides an indemnity with respect to a substitute check.
- Item: A check that is payable on demand, drawn on or payable through or at an office of a United States financial institution, whether negotiable or not, and payable or endorsed by you, and includes original checks, substitute checks and image exchange Items. The term does not include noncash items or items payable in a medium other than United States currency.
- Magnetic Ink Character Recognition (MICR) Line: The numbers, which may include the routing number, account number, check number, check amount, and other information, that are printed near the bottom of a check in magnetic ink in accordance with American National Standard Specifications for Placement and Location of MICR Printing for an original check and American National Standard Specifications for an Image Replacement Document for a substitute check (unless the Federal Reserve Board, by rule or order, determines that different standards apply).
- Noncash Item: An item that would otherwise be a check, except that:
 - A passbook, certificate, or other document is attached;
 - It is accompanied by special instructions, such as a request for special advice of payment or dishonor;
 - It consists of more than a single thickness of paper, except a check that qualifies for handling by automated check processing equipment; or
 - It has not been preprinted or post encoded in magnetic ink with the routing number of the paying bank.
- Original Check: The first paper check issued with respect to a particular payment transaction.
- Paper or Electronic Representation of a Substitute Check: Any copy of or information related to a substitute check that a bank handles for forward collection or return, charges to a customer's account, or provides to a person as a record of a check payment made by the person.
- Paying Bank:
 - The bank by which a check is payable, unless the check is payable at another bank and is sent to that bank for payment or collection;

- The bank at which a check is payable and to which it is sent for payment or collection;
- The Federal Reserve Bank or Federal Home Loan Bank by which a check is payable;
- The bank through which a check is payable and to which it is sent for payment or collection, if the check is not payable by a bank; or
- The state or unit of general local government on which a check is drawn and to which it is sent for payment or collection.
- Paying bank includes the bank through which a check is payable and to which the check is sent for payment or collection, regardless of whether the check is payable by another bank, and the bank whose routing number appears on a check in fractional or magnetic form and to which the check is sent for payment or collection. A paying bank also includes the Treasury of the United States or the United States Postal Service for a check that is payable by that entity and that is sent to that entity for payment or collection.
- **Qualified Returned Check:** A returned check that is prepared for automated return to the depository bank by placing the check in a carrier envelope or placing a strip on the check and encoding the strip or envelope in magnetic ink. A qualified returned check need not contain other elements of a check drawn on the depository bank, such as the name of the depository bank.
- **Reconverting Bank:**
 - The bank that creates a substitute check; or
 - With respect to a substitute check that was created by a person that is not a bank, the first bank that transfers, presents, or returns that substitute check or, in lieu thereof, the first paper or electronic representation of that substitute check.
- **Regulation CC:** Federal Reserve Board Regulation which governs the availability of Funds and Collection of Checks, which may be amended from time to time.
- **Remotely Created Check:** A check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. For purposes of this definition, “account” means an account or other arrangement that allows a person to draw checks that are payable by, through, or at a bank.
- **Restricted Transactions:** Any of the following transactions or transmittals involving any credit, funds, instrument, or proceeds that Regulation GG (Prohibition on Funding of Unlawful Internet Gambling) prohibits any person engaged in the business of betting or wagering (which does not include the activities of a financial transaction provider, or any interactive computer service or telecommunications service) from knowingly accepting, in connection with the participation of another person in unlawful Internet gambling:
 - Credit, or the proceeds of credit, extended to or on behalf of such other person (including credit extended through the use of a credit card);
 - An electronic funds transfer, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic funds transfer or money transmitting service, from or on behalf of such other person; or
 - Any check, draft, or similar instrument that is drawn by or on behalf of such other person and is drawn on or payable at or through any financial institution.
- **Returning Bank:** A bank (other than the paying or depository bank) handling a returned check or notice in lieu of return. A returning bank is also a collecting bank for purposes of UCC 4–202(b).
- **Routing Number:**
 - The number printed on the face of a check in fractional form or in nine-digit form; or
 - The number in a bank's indorsement in fractional or nine-digit form.

- Similarly Situated Bank: A bank of similar size, located in the same community, and with similar check handling activities as the paying bank or returning bank.
- Substitute Check: A paper reproduction of an original check that:
 - Contains an image of the front and back of the original check;
 - Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured;
 - Conforms in paper stock, dimension, and otherwise; and
 - Is suitable for automated processing in the same manner as the original check.
- Sufficient Copy and Copy:
 - A sufficient copy is a copy of an original check that accurately represents all of the information on the front and back of the original check as of the time the original check was truncated or is otherwise sufficient to determine whether or not a claim is valid.
 - A copy of an original check means any paper reproduction of an original check, including a paper printout of an electronic image of the original check, a photocopy of the original check, or a substitute check.
- Transfer and Consideration: These terms have the meanings set forth in the Uniform Commercial Code and in addition:
 - The term transfer with respect to a substitute check or a paper or electronic representation of a substitute check means delivery of the substitute check or other representation of the substitute check by a bank to a person other than a bank; and
 - A bank that transfers a substitute check or a paper or electronic representation of a substitute check directly to a person other than a bank has received consideration for the item if it has charged, or has the right to charge, the person's account or otherwise has received value for the original check, a substitute check, or a representation of the original check or substitute check.
- Uniform Commercial Code, Code, or U.C.C.: The Uniform Commercial Code as adopted in a state.

Services:

- You can use the System to access these Services:
 - Scan checks into imaged items and make deposits into your accounts designated on the Remote Deposit Services Application; and
 - View deposit history, check images and reports.
 - Imaged Items sent to the Bank or the Bank's designated processor will be cleared as Substitute Checks or Image Exchange Items in accordance with this Agreement.
 - Some of the Services may appear on your screen that have not been approved for you and, therefore, will not be available to you. Also, the Bank may, from time to time, introduce new Services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms and conditions in this Agreement and any updates thereto.
 - Information shown on the System is generally up to the minute. The available account balance may include deposits still subject to verification or other items memo posted to the account (e.g., debit card activity) and may not include outstanding checks or credits. The current balance is a count of items posted to the account. Please contact us if you have further questions.

Equipment:

- You are required to purchase or lease equipment necessary to use the System (the “Equipment”). You agree to purchase or lease the Equipment in accordance with the Bank’s specifications. Customers who maintain an average balance of \$60,000 in their commercial checking account will be eligible to receive one scanner free of charge, not including additional maintenance which may be needed. The Bank makes no warranties of merchantability or fitness for a particular purpose or any other warranty, express or implied, on or regarding the Equipment. Warranties of the manufacturer of the Equipment (based upon standards applied by the manufacturer) may accompany the Equipment. If the Equipment fails while still under the manufacturer’s warranty, you are instructed to contact the manufacturer (or its representative thereof) in accordance with the warranty instructions that may be provided with equipment. The Bank is not responsible for the servicing or repair of the Equipment. The Bank is not responsible for any errors or failures relating to any malfunction of the Equipment, nor for any computer virus or related problems that may be associated with the use of the Equipment. The Bank has the right, in its discretion and at any time, to make changes to the Service that may result in the incompatibility of certain Equipment. The Bank shall have no duty or obligation to update or replace any Equipment purchased by you in the event of such a change. In no event shall the Bank be liable to you for any damages, including lost profits, lost savings, or other direct, indirect, incidental, special, or consequential damages arising out of the Banks use, or inability to use, or installation of, the Equipment, or for any claim by another party relating thereto.

Posting of Deposits:

- Deposits initiated through the System before 7:00 PM ET on a business day are posted to your account the same day and available on the next business day. Deposits completed after 7:00 PM ET or on a non-business day will be posted on the next business day. You have the ability to process deposits at any time during the day, however customer service support is only available on a business day until 5:00 PM.

Your Operational Responsibilities:

- Maintaining at least one or more checking accounts at the Bank eligible for the receipt of deposits of digitized images of checks.
- Using the System only for your internal business purposes.
- Implementing separation of duties and other compensating controls to help mitigate the risk of one person having responsibility for end to end Service processing.
- Exercising due care in preserving the confidentiality of any User ID, Password, test key, or other code or Authentication Method provided by the Bank and to prevent the use of the System by unauthorized persons, in addition assuming full responsibility for the consequences of any missing or unauthorized use of or access to the System or disclosure of any confidential information or instructions by the customer, its employees and agents.
- Installing and implementing any changes and upgrades to the System as required by the Bank to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the System.
- Using only equipment authorized and approved by the Bank.

- Ensuring equipment is clean and operating properly at all times.
- Inspecting and verifying the quality of images, thus ensuring that the digitized images of the front and back of original checks (defined as a check for any amount in U.S. Dollars drawn on or payable through a U.S. financial institution that has not been previously presented and paid) are legible for all posting and clearing purposes by the Bank. Specifically, you are representing and warranting that:
 - The check image is an accurate representation of all information on the front and back of the original check at the time the original check was converted to a check image, and
 - The check image contains all endorsements from the original check that permits financial institutions to:
 - Acquire rights of a holder in due course in the collection process of Items;
 - Handle, process, maintain and destroy original checks; and
 - Ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form.
 - Each check image (or related electronic data file) contains a record of all MICR line information required for a substitute check and otherwise satisfies all of the requirements of the American National Standards Institute (ANSI) X9.37 standards for image quality required by Check 21 and Regulation CC for the creation and/or transferring of a substitute check created from that check image;
 - The original check, a duplicate check image, or any copy of the original check or check image will not be deposited by you with the Bank (unless the Bank instructs you to do so) or under any circumstances with any other bank; and
 - The original check, a duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that the Bank or any other person (such as the drawer of the check) will be asked to make payment based on a check or check image that the Bank or the other person already paid.
- In addition, your account(s) will be charged for any deposited check that is later returned to the Bank owing to an actual or alleged breach of any such representation or warranty.
- Using the System and equipment to enter, process and transmit original checks in accordance with procedures outlined in the Bank's Remote Deposit User Guides. You will create a check image of an original check using scanning equipment to scan the front and back of each original check, including the responsibility for entering the correct dollar amount of each check image.
- In addition, you are responsible for ensuring the MICR line information from the original check is accurately scanned, entered or repaired for each check image;
 - NOTE: A check image is considered received by the Bank at a licensed location of the Bank, and the Bank is not responsible for any losses arising directly or indirectly from damage or alteration to the check image prior to its receipt by the Bank. In the event the Bank receives a check image from you on a day that is not a business day or after the applicable processing cutoff hour for a business day, the check image is deemed to have been received by the Bank at the opening of the next business day.
- Any loss or failure to collect a check image that results from an inaccurate or illegible check image or failure to provide full and correct MICR data or dollar amount for a check image.
- Complying with the following security procedures and agreeing not to bypass, override or disable any security mechanisms in the software or processing equipment.
- You will comply with the instructions for using the Service by taking reasonable steps to safeguard the confidentiality and security of any Passwords, Authentication Methods,

equipment, and other proprietary property or information provided in connection with the Service.

- The person assigned as your Administrator has the authority to determine who will be authorized to use the Service on your behalf. You assume sole responsibility for the actions of the Administrator, the authority the Administrator provides to others to act on your behalf, and the actions of the persons designated by the Administrator to access and use the Service.
- You are solely responsible for establishing, maintaining and following security protocols as deemed necessary to ensure that imaged items transmitted directly to the Bank are intact, secure and confidential until received by the Bank.
- You agree to implement security procedures that the Bank may offer from time to time to verify the authenticity of any imaged item transmitted to Bank in the name of your Company. You agree that the Bank may rely on and you are obligated on the imaged item transmission file, whether or not the file was authorized by you regardless of the security procedures implemented by you. In addition, if an imaged item transmission file was authorized by you, you are obligated on the file even if the Bank did not verify its authenticity using the security procedures and even if the security procedures would have prevented error. You agree that the security procedures are intended to verify authenticity and not to detect error (e.g., duplicate transmissions of imaged items or errors in information provided to Bank). The Bank is not obligated to detect errors by you.
- You are required to limit access to any Passwords, Authentication Methods, and equipment to persons who have a need for such access, closely and regularly monitor the activities of employees who access the Service, immediately notify the Bank if you have any reason to believe the security or confidentiality provisions required by this Agreement have been or may be breached, and immediately change the Password or Authentication Method if you know or suspect the confidentiality of the Password or Authentication Method has been compromised in any way.
- You agree to periodically change the Password(s) including whenever anyone who has had access to the Password is no longer employed or authorized by you to use the Service. The Bank may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on your account or any other person designated by you for that purpose at the Bank's discretion. The Bank may deny your access to the Service without prior notice if it is unable to confirm any person's authority to the access the Service or if the Bank believes such action is necessary for security reasons.
- Maintaining qualified, trained and experienced personnel sufficient to perform the overall use of the Service, including the supervision and auditing of your employees' use of the Service by designated administrative staff.
- Verifying Bank's receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank.
- Retain each check for at least 90 days after the check has been digitized and processed, and promptly providing any retained check (or, if the check is no longer in existence, a sufficient copy of the front and back of the check) to the Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check. You are responsible for taking appropriate security measures to ensure that:
 - Only authorized personnel have access to the original checks; and
 - The information contained on the original checks or on any corresponding imaged items is not disclosed to third parties.

- Using commercially reasonable method(s) to destroy original checks after the required retention period has expired. You agree to destroy and dispose of the original checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You are required to implement such procedures to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment).
- Retaining all information regarding your digitizing of checks as created by the System for 5 days.
- Cooperating with the Bank in providing information in the event of lost, mistaken, incomplete or unusable electronic items, or in the event of claims of fraud, alteration, counterfeit or otherwise, including access to such records.
- Agreeing not to use the System to deposit or otherwise process:
 - Noncash items;
 - Items for which the customer is not a holder in due course;
 - Third party checks;
 - Substitute checks, except those which have been returned to the customer for any reason. Any previously truncated and reconverted substituted check must be physically deposited with the Bank.
- Prohibited from engaging in any business or activity that:
 - Would result in your Company being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations;
 - Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
 - Directly or indirectly related to the use of the Service that is illegal or fraudulent.
- Ensuring that no information has been deleted or degraded from a substitute check returned by the Bank in the event you capture for processing a digital image of a previously truncated and reconverted substitute check returned to you by the Bank. If you capture for processing a digital image of any other previously truncated and reconverted substitute check, you are to ensure that the substitute check meets the requirements for legal equivalency under Regulation CC and the identifications of previous truncating and reconvert bank(s) (as such terms are defined in Regulation CC) are preserved.

Bank Operational Responsibilities:

- Delivering the following items to the customer, in addition to providing access to the System:
 - Remote Deposit User Guides;
 - User IDs, temporary Passwords and other related Authentication Methods; and
 - Equipment necessary to perform the service, if provided directly as stated above.
- Providing initial installation of scanner and training support to ensure the proper implementation and use of the System.
- Providing maintenance and support for the System to ensure the accurate processing of checks, including but not limited to:
 - Corrections, contingent or alternate work methods and fixes to any known system program bugs or errors;
 - Modifications, enhancements and updates in the event the Bank elects to make available to you; and

- Telephone and e-mail support during the Bank's normal business hours.
- Accepting for deposit to the applicable account digitized images of checks that are transmitted to the Bank by you. Digitized images are deemed received upon confirmation by the Bank of successful receipt of the transmission of the images that are complete, usable, and adhere to the data specifications set forth in the Bank's Remote Deposit User Guides. If the digitized images are not complete, are not useable, or do not adhere to data specifications, the images may not be processed by the Bank, in which event your deposit will be adjusted and notification will be provided to you.
- Processing digitized images after the Bank has received your transmission of the digitized images. The Bank uses commercially reasonable efforts to present image exchange items and substitute checks for collection. Unless the Bank notifies you otherwise, the Bank provides same day credit to the applicable account for all items transmitted by the customer and received by the Bank within the timelines established by the Bank, and are subject to the Bank's availability schedule which may be amended without notice from time to time.
 - NOTE: Your deposit of a check image is subject to the Bank's verification and final inspection process. The Bank may at any time deposit a check image or return all or part of a deposit of multiple check images to you without prior notice. The Bank is under no obligation to inspect or verify a check image to determine accuracy, legibility or quality of the check image or MICR line information associated with the check image, or for any other purpose. However, the Bank may correct or amend MICR line information associated with a check image to facilitate processing of the check image or a substitute check created from that check image.
- The Bank may process and collect a check image or a substitute check through one or more check clearing houses, Federal Reserve Banks, or other private clearing agreements with another bank. The check images or substitute checks are subject to the rules of that clearing house, Federal Reserve Bank, or private clearing bank agreement.
- The Bank may hold and use funds in any deposit account of yours following termination of this Agreement and the Service for such time as the Bank reasonably determines that any Item processed by the Bank prior to termination may be returned, charged back, or otherwise a cause for any loss, liability, cost, exposure or other action for which the Bank may be responsible, in addition to any other rights the Bank may have with respect to your accounts. Without limitation, you recognize that under the Rules, the UCC, Regulation CC and the rules of any image exchange network bank's representations and warranties with regards to image exchange items and substitute checks may expose the Bank to claims for several years following processing of the image exchange item or substitute check.
- Providing daily and monthly System reports, detailing items processed, return items, deposit adjustments and other related information;
- Retaining check images contained in the Bank's cash letter file for 7 years;
- If a payor financial institution returns an item to the Bank for any reason, the Bank may charge your applicable account for the returned item, whether or not the return is timely and proper, and may either:
 - Return the item to you; or
 - Re-present it to the payor financial institution before returning it to you.
- Items may be returned as image exchange items, rather than substitute checks, as agreed by the parties. If a payor financial institution or other third party makes a claim against the Bank or seeks a re-credit with respect to any check processed, the Bank may provisionally freeze or hold aside a like amount in the applicable account pending investigation and resolution of the claim;

- Immediately suspending the System or the processing of any check or corresponding electronic item if the Bank has reason to believe that there has been a breach in the security of the System, fraud involving your account(s) or check(s), or any uncertainty as to the authorization or accuracy of electronic items, including the right to process electronic items on a collection basis at any time; and
- Refusing to process any non-conforming items, including without limitation any items that do not meet the definition of a "check."
- The Bank is excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control. In the event of any of the foregoing failure or delays, you are instructed to make a deposit directly with the Bank including the original items for processing and presentment provided that they have not been previously imaged and processed in connection with the Service. In addition, the Bank is excused from failing to transmit or delay in transmitting an item for presentment if such transmittal would result in the Bank's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if the Bank otherwise violates any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

License and Intellectual Property:

- License: The Bank, subject to the terms and conditions of this Agreement, hereby grants you a non-exclusive, non-transferable license to:
 - Use the System for those portions of the Service selected by you, solely for processing checks in connection with your own business operations, in accordance with the Remote Deposit User Guides and solely on Authorized Equipment;
 - Copy and use the Remote Deposit User Guides to solely support your authorized use of the System; and
 - Copy any System actually delivered to you solely for archival or backup purposes.

Protection and Security of the System and the Remote Deposit User Guides:

- You agree to establish and maintain reasonable:
 - Precautions and use commercially reasonable efforts to protect the confidentiality and security of the System and Remote Deposit User Guides;
 - Measures to protect the System and Remote Deposit User Guides from unauthorized copying, dissemination, disclosure or other unauthorized use; and
 - Provisions to maintain a complete and accurate list of all locations where you have loaded and use the System, and make such list available to the Bank upon the Bank's request.
- In addition, you agree not to at any time either directly or indirectly:
 - Copy or use the System or Remote Deposit User Guides except as expressly authorized by this Agreement;
 - Sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make available the System to others;

- Use the System or Remote Deposit User Guides for third party training, commercial time sharing or service bureau use;
- Alter, change, modify or otherwise create derivative works of the System or Remote Deposit User Guides; and
- Reverse engineer, disassemble or decompile the System, except to the extent expressly permitted by applicable law.
- If you or any third party take such action the Bank shall have the right to immediately terminate this Agreement and/or the license to the System upon notice to you.
- Ownership: You acknowledge and agree that all right, title and interest in and to the System and the Remote Deposit User Guides, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the System and the Remote Deposit User Guides are:
 - Owned exclusively by the Bank and its licensors;
 - Represented or contain valuable rights of the Bank and its licensors; and
 - Protected under United States patent, copyright, trademark and trade secret laws of general applicability.
- No other license or interest in the System or Remote Deposit User Guides, either express or implied, is granted under this Agreement other than the license set forth in this Agreement.
- In addition, you agree not to at any time either directly or indirectly:
 - Put to issue the scope, validity or ownership of the Bank's (or its licensors') intellectual property rights in the System and Remote Deposit User Guides;
 - Perform any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights;
 - Assert any ownership rights to the System or Remote Deposit User Guides; or
 - Remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the System, Remote Deposit User Guides or any packaging, and shall include in any copy of the System or Remote Deposit User Guides any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.
- You acknowledge and agree that this Agreement does not grant or convey to you an interest in or to the System or Remote Deposit User Guides, or any right, title, interest or license in or to any trademark of the Bank or its licensors, but only a limited right of use (revocable in accordance with the terms hereof).
- You hereby assign to the Bank and/or its licensors, as directed by the Bank, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which you may now have or may acquire at any time in the future to the System or the intellectual property rights to the System, and any other computer code using any of the System.
- You agree to:
 - Cooperate with the Bank and its licensors to protect the System, including in connection with any lawsuits or disputes involving the System;
 - Promptly notify the Bank and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the System; and
 - In the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the System by others:

- Grant to the Bank and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding; and
- Agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.

Confidentiality:

- We will disclose information to third parties about your account or the checks you deposit:
 - When it is necessary for completing deposits, or
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
 - In order to comply with government agency or court orders, or
 - If you give us written permission.

Periodic Statements:

- You agree that to the extent permitted by law, receipts, notices and disclosures associated with the System may be provided to you by e-mail, facsimile or over the Internet, either as part of a System session or otherwise. You will not receive a separate System statement; however your transactions will be reflected on your monthly account statement. You may use the System to view deposit activity. You agree to notify us of any changes to your mailing or e-mail address. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change in your mailing or e-mail address.

Consent to Electronic Delivery of Notices:

- You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

Site Inspection and Visitation:

- You are subject to an on-site inspection at any location of your business at any time and from time to time at the sole discretion of the Bank to ensure compliance with the provisions of this Agreement. The Bank shall not be liable or responsible to you or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into your system, including any which allegedly delay, alter or corrupt the data of yours, whether related to the transmission of imaged items or other data to the Bank, or whether caused by the equipment, Service, the Bank, Internet service providers, Internet browsers, or other parties providing communication services to or from the Bank to you in connection with the Bank's

entry on your premises for the purposes of installation or maintenance of the equipment and Service, and for the purpose of conducting an on-site inspection.

Bizconnect Wire Transfer Agreement

Agreement:

- This Federal Savings Bank Online Wire Transfer Services Agreement (the "Agreement") provides the terms and conditions governing the use of Bizconnect Wire Transfer Services. You agree to abide by the terms and conditions of this Agreement as well as the terms, conditions, agreements, fee schedules, and disclosures applicable specifically to any such service and provided on the Federal Savings Bank web site or otherwise provided to you. "We", "us" and "our" refer to Federal Savings Bank. "You" and "your" refer to you and to each other person or entity using Bizconnect Wire Transfer services. Please read this Agreement carefully and keep a copy for your records.

Authorized Individuals:

- The designated Administrator for your company will have the ability to authorize other individuals to submit wire transfers.

Effectiveness of Agreement:

- By signing the Bizconnect Application, with the Wire Transfer option selected, you will be bound to and deemed to have read and understood this agreement.

Security Codes and Procedures:

- Each authorized user will assign their own unique password. This password is strictly confidential and should only be known by the person by whom the password was determined. You shall instruct those individuals that they should not disclose the password to anyone and you must establish and maintain procedures to assure the confidentiality of this password. We assume no responsibility to discover, audit or report to you any possible breach of security by your agents or representatives or unauthorized disclosure or use of such password. If however, such a situation does come to our attention, we will promptly notify you. You shall promptly notify us of any suspected compromise of security (whether or not involving your employees).
- You understand that wire transfer requests made via the Business Internet Banking system utilize certain security procedures. These security procedures are designed to assure the authenticity of the requests issued to us. You also understand that security procedures are not designed to detect errors in the content or transmission of a wire transfer, and we assume no responsibility for doing so.
- **All wire transfer requests in excess of \$100,000.00 will be verified with the company representative via a telephone call prior to processing. If we are unable to verify the wire it will not be processed.**
- You acknowledge that after reading this Agreement, you have been advised of the security procedures employed by us, that you understand them, and that the wire transfer requests you will issue to us under this Agreement will employ those security procedures.

Initiating Transfers

- You may transfer funds from your account to an account at another bank in accordance with this Agreement.

- International wire transfer requests will be accepted Monday through Friday until 2:00 PM Eastern Time. Requests received after 2:00 PM will be processed on the next business day.
- Domestic wire transfer requests will be accepted Monday through Friday until 4:00 PM Eastern Time. Requests received after 4:00 PM will be processed on the next business day.
- Wire transfer requests made on Saturday, Sunday or a Bank holiday will be processed the following business day by 2:00 PM Eastern time.

Instructions for Wire Transfers

- You shall submit full, accurate and complete wire transfer instructions in accordance with this Agreement, including the deadlines set forth therein.
- You understand that banks routinely rely on routing and transit and account numbers in executing wire transfers. In the event that you issue wiring instructions to us in which you identify an intermediary or beneficiary's bank by a routing and transit number, and such number identifies a bank different from the named bank, you understand that we may rely upon the number in your instructions as the proper designation of the intermediary or beneficiary's bank.
- Also, in the event that you issue wiring instructions to us in which the name and account number of the named beneficiary are different, we and all intermediary and beneficiary banks may rely upon the account number as the proper designation of the beneficiary and you will be obligated to pay us for such payment order. Accordingly, you agree to compensate us for any loss and expense incurred by us as a result of such reliance on such number in executing or attempting to execute your wire transfer. The Bank will be under no duty to independently determine whether the name and account number or other identifying number on any wire transfer refer to the same person or entity.
- Each wire transfer request will require you to include a Wire Description. The information entered here will be listed as the "Purpose of Payment" for any International wire.

Cancellation or Amendment of Wire Transfers:

- You cannot cancel or amend a wire transfer after sending it. We shall, when possible, make a reasonable effort to act on your request for cancellation or amendment of a wire transfer prior to the time we execute such transfer, but we shall have no liability if such cancellation or amendment is not affected.
- Cancellation requests must be directed to our Operations Department by calling (603) 742-4680. A follow up e-mail must also be directed to bizwires@fsbdover.com.

Rejection of Wire Transfers:

- If we reject any wire transfer, we shall endeavor to notify you by phone on or before the business day that such wire transfer would otherwise have been executed by us. We shall have no liability to you or to third parties by reason of the rejection of any such transfer or the fact that such notice was not given at an earlier date.

Confirmations:

- As we are acting as your originating bank, we will not, unless otherwise agreed, send written advice of any wire transfer originated by us or issue any receipt of confirmation thereof other than on your periodic statement, if any, for the affected account.

Authorization to Charge:

- You authorize us to charge your account(s) in the amount of the wire transfer(s) upon execution of such request(s). Wires will only be sent upon verification of collected funds. If the account contains insufficient available funds the wire transfer will be rejected and you will be notified by telephone that we were not able to process your request.

Fees:

- You will compensate us for the wire transfer service rendered under this Agreement. All fees for this service will be in accordance with our published Fee Schedule. We may change the fee schedule at any time with any changes to become effective at least 30 days after written notice of the changes are mailed to you.