

## **I. ACCEPTANCE OF PIEDMONT FEDERAL SAVINGS BANK MOBILE BANKING SERVICE FOR BUSINESS**

### **A. Accepting Terms and Conditions**

By clicking "I Agree" when you register for Mobile Banking Services or by using the Mobile Banking Services, you agree to the terms and conditions for this service.

### **B. Description of Services**

Mobile Banking is a personal financial information management service that allows you to:

- (i) access Piedmont Federal Savings Bank account information such as balances and recent transaction history;
- (ii) transfer funds between your accounts at Piedmont Federal Savings Bank;
- (iii) set up optional account alerts to be delivered either to your mobile phone using sms text messaging (standard text rates apply), and/or via email;
- (iv) make payments to merchants and individuals who have previously consented to accept payments through our online bill pay service;
- (v) and make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

### **C. Use of Services**

You must be enrolled into Online Banking and activate your mobile phone within the Online Banking system to utilize the Mobile Banking service. Information about Piedmont Federal Savings Bank Mobile Banking is available on our website at [www.piedmontfederal.com](http://www.piedmontfederal.com). You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with the Mobile Banking service.

The Mobile Banking service may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all mobile devices. Mobile Banking may not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software ("Software"). From time to time we may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

#### D. Relationship to Other Agreements

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and that this document does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, **your mobile service carrier or provider may impose data usage or text message charges** for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly by calling us at 336-770-1000 or visiting any one of our branches.

## II. YOUR OBLIGATIONS

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

#### A. Account Ownership/Accurate Information

You represent that you are a legal owner or authorized signer on the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by sms text message, e-mail, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking and other Online Banking services. You agree to use Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 336-770-1000, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the mobile Banking Services.

#### B. Location-Based Information

If you use any location-based feature for Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you may cease using location-based features of Mobile Banking.

### C. Proprietary Rights

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

### D. User Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

### E. No Commercial Use or Re-Sale

You agree that the Mobile Banking Services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

### F. Indemnification

You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of these terms and condition, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

## III. ADDITIONAL PROVISIONS

### A. Mobile Banking Services Limitations.

1. Neither we, nor any of our service providers, including Fiserv, can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions.

2. Neither we, nor any of our service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, mis-delivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking.

3. Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless Device or mobile network that you utilize to access Mobile Banking.

4. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

5. Information about activity is synchronized between the Mobile Banking software and our Website. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through our website. Information available directly through our website may not be available via the Mobile Banking software, may be described using different terminology, or may be more current than the information available via the Mobile Banking software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

#### B. Changes or Cancellation.

You may cancel your participation in Mobile Banking by calling us at 336-770-1000. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

#### C. Use of Data

We, and our service providers, will use information you provide for purposes of providing the Mobile Banking Services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking in a month).

#### D. Third Party Beneficiary

You agree that our service providers may rely upon your agreements and representations in these terms and conditions, and such service providers are third party beneficiaries to this document, with the power to enforce its provisions against you.

#### E. Limitations and Warranty Disclaimers

We and our service providers disclaim all warranties relating to the Mobile Banking Services or otherwise in connection with this document, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised or, or have reason to know of, the possibility of such

damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

#### F. Privacy and User Information

You acknowledge that in connection with your use of Mobile Banking, Piedmont 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 messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Piedmont 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 Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Piedmont Federal Savings Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

#### G. Restrictions on Use

You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable, state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Piedmont Federal Savings Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Piedmont Federal Savings Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Piedmont Federal Savings Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or

(viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html), or other URLs as may be updated by Google.

#### **IV. ACCEPTANCE OF PIEDMONT FEDERAL SAVINGS BANK MOBILE DEPOSIT BANKING SERVICE**

##### **A. Accepting Terms and Conditions**

Your use of the Mobile Deposit Service constitutes your acceptance of the mobile banking and mobile deposit terms. As indicated in this overall service agreement, the terms may change from time to time. Your continued use of the service will indicate your acceptance of the revised Agreement.

##### **B. Service**

The Mobile Deposit Service is designed to allow you to make deposits to your qualifying checking, savings or money market account by capturing and delivering the check image and associated deposit information to Piedmont Federal Savings Bank's designated processor by a mobile device. There is currently no charge for the Service.

##### **C. Limitations**

We assume no responsibility should you experience technical, network, or other difficulties while using the mobile deposit service or any damages as a result of these difficulties.

##### **D. Eligibility**

You agree to capture and deposit only checks as defined in Federal Reserve Regulation CC ("Reg CC") and only checks that are permissible by the mobile deposit service. **You must be enrolled in Online Banking and Mobile Banking to use this service.**

##### **E. Ineligible Items**

You agree that you will not use the mobile deposit service to capture and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than the Business or payable to "Cash".
- Checks over \$7,500.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.

- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- Checks or items prohibited by our current procedures relating to the mobile deposit service or are not acceptable under the deposit account terms of your Piedmont Federal account.
- Travelers checks
- Money orders
- Savings bonds
- Checks that have previously been negotiated, submitted through this Service, or through a remote deposit capture service offered at any other financial institution.
- Checks that are drawn or otherwise issued by the U.S. Treasury Department.

Nothing in this mobile deposit agreement shall be construed as requiring Piedmont Federal Savings Bank to accept any check or item for deposit, even if Piedmont Federal has accepted that type of check or item previously.

#### F. Image Quality

The image of an item transmitted to Piedmont Federal using the mobile deposit service must be legible. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association or any higher standard set by us. Checks should be placed on a dark background, ensuring the image is in focus and all four corners of the check are visible inside the box. Both the front and the back of each check must be transmitted to the Bank as provided in the mobile phone on-screen instructions. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item.

#### G. Endorsements and Procedures

You agree to follow any and all other procedures and instructions for use of the mobile banking service.

- For a check payable to your business, the check must be endorsed with the Business name and by an authorized signer and you may only use Business Mobile Deposit to deposit such check into a bank account owned by the business. If the check is made payable to you, you may not deposit the check into your business account using the Service.
- Follow the endorsement with **"Mobile Deposit Only"** and the last four digits of your deposit account number. If the endorsement does not include **"Mobile Deposit Only"**, the check will not be accepted. After the item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original item, substitute check or any other image thereof. You will be liable for any loss due to subsequent deposits of the same item.

- You agree to destroy or otherwise properly dispose of checks or items that have been accepted for deposit through mobile deposit after 14 business days to ensure that such checks and items are not represented for payment and, prior to disposal or destruction, to safeguard such checks and items.
- You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the mobile deposit service including the original check or item.

#### H. Receipt

We reserve the right to reject any item transmitted through the mobile deposit service, at our discretion, without liability to you. We are not responsible for items we do not receive in accordance with this agreement or for images that are dropped during transmission. An item shall be deemed received when your deposit history shows the status of Accepted.

#### I. Availability of Funds

Funds deposited using the mobile deposit service will be available after Piedmont Federal Savings Bank receives payment for the funds submitted. Piedmont Federal may make such funds available sooner based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as Piedmont Federal, in its sole discretion, deems relevant.

- If your deposit was received on a business day prior to 3:00 p.m. EST, your deposit will generally be available to you in two business days. Longer delays may apply, as specified in the applicable Terms and Conditions of your account. We will notify you via email if we delay your ability to withdraw funds and tell you when the funds will be available.

#### J. Deposit Limits

Piedmont Federal Savings Bank reserves the right to establish and assign to you deposit limits for the mobile deposit service and to modify such limits from time to time at the Bank's sole discretion, and you agree to comply with all such limits. Our current daily deposit limit is \$7,500 per day.

#### K. Items Returned Unpaid

A notice will be sent to you in the event items are returned unpaid. With respect to any item that you transmit for remote deposit that is credited to your account, in the event such item is dishonored, you authorize Piedmont Federal Savings Bank to debit the amount of such item from your account.

#### L. Ownership and License

You agree that Piedmont Federal Savings Bank retains all ownership and proprietary rights in the mobile deposit service, associated content, and technology. You may use the mobile deposit service only for your own benefit. Your use of the Service is subject to and conditioned upon your complete compliance with this Addendum. Without limiting the effect of the foregoing, any breach of the Agreement immediately terminates your right to use the Service. You may not copy, reproduce, distribute or create



derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

#### M. Disclaimer of Warranties

You agree your use of the Services and all information and content (including that of third parties) is at your risk and is provided on an “As Is” and “As Available” basis. We disclaim all warranties of any kind as to the use of the Services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the Services (i) will meet your requirements, (ii) will be uninterrupted, timely secure, or error-free, (iii) the results that may be obtained from the Services will be accurate or reliable, and (iv) any errors in the Services or technology will be corrected.

#### N. Limitation of Liability

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

#### O. Errors

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