

This document contains the terms and conditions for use of Solvay Bank Digital Services. Please review contents in its entirety. By acknowledging you have read this document you are providing consent of all its contents.

Contents include:

- Federal E-Sign Act Disclosure & Consent
- Personal Online Banking Agreement
- Mobile Banking with Mobile Deposit Agreement.

## Federal E-SIGN Act Disclosure & Consent

We are pleased to offer you the opportunity to receive information about your account electronically. If you would like to receive correspondence from us via email, instead of paper copies through the mail, please review this notice and provide your consent. This notice applies to all documents, notices and disclosures that we provide to you relating to the account for which you are applying, except as otherwise prohibited by law.

Please read this Disclosure and Consent carefully and print or download a copy for your records.

I consent to the electronic delivery of any disclosures, agreements, change notices, changes to the terms and conditions of your account and any other documents or notices (together, the "Documents") that we provide to you relating to your account. We are required by law to provide certain information to you "in writing" which means you have a right to receive that information on paper. However, with your consent, we may provide this information to you electronically instead.

### ELECTRONIC DELIVERY OF DISCLOSURES AND NOTICES

Your device must meet the minimum requirements outlined below. You confirm that your device will meet these specifications and requirements and will permit you to access and retain the Documents electronically each time you access and use our online banking service.

### SYSTEM REQUIREMENTS TO ACCESS INFORMATION

To receive an electronic copy of the Documents you must have the following hardware and software:

- A personal computer or other device that is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An Internet browser capable of supporting 128-bit SSL encrypted communications and your system device must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software/device meets these requirements.
- A current version of software that permits you to receive, access and retain Portable Document Format or "PDF" files (such as Adobe Acrobat Reader). Your completion of eStatement enrollment will verify that your software meets these requirements.
- An active email address
- Should you choose to wish to print out and retain records on paper OR retain records in electronic form, you will also need:
  - a printer
  - secured electronic storage (such as a computer or portable storage device)

By "Current Version," we mean a version of the software that is currently being supported by its publisher. Please note that software that is not current (e.g., outdated Internet browser or outdated anti-virus program) may present higher security risks and may increase the risk of potential loss to you.

### WITHDRAWAL OF ELECTRONIC ACCEPTANCE OF DISCLOSURES AND NOTICES

You may withdraw your consent to receive statements in electronic form for any of your accounts by contacting us using the contact information located on our website. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online banking product as a withdrawal of your consent to receive electronic statements. You may incur a fee for paper copies. Please contact us for more information about the fee. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period of time to process your withdrawal.

### HOW TO UPDATE YOUR RECORDS

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by contacting us using the contact information on our website or updating your information using your access within our online banking system.

## Personal Online Banking Agreement

This Agreement contains the terms and conditions for use of Solvay Bank Personal Online Banking services for accessing your Solvay Bank accounts, banking, bill payment services, account transfers, and electronic statement and disclosure delivery.

- Definitions:** In this Agreement, "we", "us", "our" and "Bank" mean Solvay Bank. "You", "your", "yours" means each person that is authorized to use the Solvay Bank Personal Online Banking service for accessing account information or other services offered with our product. A "Business day" means Monday through Friday, excluding federal holidays. Any reference to time shall be to Eastern Standard Time.
- Services:** Personal Online Banking allows you to access any of your Solvay Bank deposit and loan accounts which you own (individually or jointly), make inquiries, transfer funds between Solvay Bank accounts and external accounts, place stop payments, make bill payments, enroll in and receive account alerts, open new deposit accounts and obtain loan information. Links to other sites may include, but are not limited to, Solvay Bank Credit Card account information and Check Ordering Services.
- Hours of Accessibility:** Personal Online Banking is available 24 hours per day, 7 days a week for your convenience. In the event of an anticipated system repair or maintenance to our system, our system may be temporarily down. We will, however, notify you in advance, when possible, if this should occur.
- Eligible Accounts:** To use Personal Online Banking, you must have at least one personal account with Solvay Bank. System can be used to access only your Accounts on which you are an owner or designated signer.
- Access:** To use System, you must have at least one Account at Bank, access to the Internet, and a valid e-mail address. Once you have completed your enrollment online and the authentication process has been completed, you will select a username and password. We may contact you after your enrollment to verify that you initiated the request.

Access IDs, along with System profiles, are registered to individual users and are not meant to be shared, even among joint Account owners. Each Account owner may enroll for his/her own System Access ID. If you give someone your Access ID, password or other login credentials, you are authorizing that person to use System and you are responsible for all transactions the person performs under your Access ID. You agree that we are authorized to act on instructions received under your Access ID and all transactions that person performs, including those transactions you did not intend or want performed, are authorized transactions. Transactions that you or someone acting with or for you initiates with fraudulent intent are also authorized transactions. We undertake no obligation to monitor transactions through System to determine that they are made on your behalf.

- Receiving Transactions and Disclosures Electronically:** By enrolling you are agreeing to receive documents electronically including disclosures and notices we may need to provide you, including but not limited to, Consumer Deposit Account Agreements, Truth-in-Savings Disclosures, Schedule of Fees, Funds Availability Disclosures, Electronic Funds Transfer Disclosures, Electronic Funds Error Resolution Notices, Initial and Annual Privacy Notices, Check 21 Notices, E-Statements, Time Deposit Disclosures, Time Deposit Maturity Notices, Time Deposit Renewal Notices and Change in Terms Notices. Consent to receive transactions, Bank disclosures and notices electronically apply to all records during the lifetime of your account although not all communications may be available in electronic form. A valid e-mail address must be provided in order to receive documents electronically. You are responsible for keeping your e-mail address updated. You may request a paper copy of any document sent to you electronically. You may request a copy by contacting Customer Service. Fees may be assessed for paper copies of transactions in accordance with our Fee Schedule. Transactions involving your deposit accounts, including checking account stop payment request, will be subject to the terms of your account agreement and disclosures and transactions involving line of credit accounts will be subject to your loan agreement and disclosures, as applicable.
- Fees:** The Bank may charge you a fee for any of the services described within this agreement, as stated in the Bank's Fee Schedule in effect from time to time.
- Stop Payment:** You can instruct the Bank to stop payment on any check or transfer that you write (make) from your Bank checking account. You cannot stop payment if the Bank has accepted, certified, made final payment on or otherwise become accountable for a check, except to the extent required by law. The stop payment request is subject to the Stop Payment fee as described in the Bank's Fee Schedule.
- Notice of Loss and Liability for Unauthorized Use:** CONTACT US IMMEDIATELY if you believe that your user password or ID have been lost or stolen, used without your permission or authorization at 800-463-6337 or 315-484-2201. By contacting us immediately you will reduce any risk of loss of your funds. If you tell us within two (2) business days after learning of the loss, you will lose no more than \$50.00. Subject to limitations under federal law, you may have to forfeit up to \$500 if within two (2) days of the possible unauthorized transaction, we can prove that we could have stopped the possible unauthorized transaction if you would have notified us promptly.

If your statement reflects a transaction that you did not authorize, you must contact us within sixty (60) days after the statement period ending date. Subject to limitations of federal law, you will have to bear a loss if you do not notify us of any possible unauthorized transaction. We will extend this period under certain circumstances such as a hospital stay.

- Transfers:** You may initiate a single or recurring transfer to or from your linked Bank accounts. Same day transfers are posted at the time you make them. Transfers initiated on a business day prior to 5:00 P.M. Eastern Standard Time (ET) will be processed that day. Transfers initiated after 5:00 P.M. ET will be processed the next business day. A business day is defined as any day other than a weekend or federal holiday. Recurring and future-dated transfers will be posted to your linked account on the business day you selected. Recurring transfers will be made automatically until you tell the Bank to stop and the Bank has



reasonable time to react, which is three (3) business days. You agree to maintain sufficient balances in your linked account at the time you schedule a transfer to occur. Transfers requiring funds will attempt to be processed the next business and then be deleted if denied a second time.

11. **External Transfers:** In addition to Online Banking services, you may elect to subscribe to the Bank's External Account Transfer service which appears as "External Transfers" in the Personal Online Banking service. In doing so, you authorize the Bank to transfer funds bi-directionally between the accounts you hold here with the Bank and those that you own at different financial institutions. Should the funds not be available at the time of the deduction, the bank reserves the right to return the debit, which may cause your account to overdraw. In such circumstances, you agree to reimburse the Bank and pay any fees related to said overdraft in accordance with the terms found in the Terms and Conditions of Your Account, which governs your deposit account(s). Your subscription to the Account to Account service depends on you maintaining an active status with your Online Banking service. If any of your accounts are not in good standing, we have the right to reduce your limits, remove your ability for next day transfers or terminate your Solvay Bank External Account Transfer service in its entirety.
12. **Alerts:** Your enrollment in Solvay Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Solvay Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts, from time to time, or cancel old alerts. We may notify you when we cancel alerts but are not obligated to do so. Solvay Bank reserves the right to terminate its alerts service at any time without prior notice to you.
  - (a) **Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Solvay Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.
  - (b) **Alerts via Text Message.** To stop alerts via text message, text "STOP" to 96924 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Solvay Bank Online Banking. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 315-484-2201.
  - (c) **Limitations.** Solvay Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Solvay Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Solvay Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.
  - (d) **Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.
13. **Statements:** You can view transactions and obtain balances on all of your Solvay Bank accounts with your access to Personal Online Banking. You may also enroll in the electronic delivery of statements.
  - (a) **Enrollment:** Either during your enrollment or after you have enrolled in Personal Online Banking, you may enroll in Solvay Bank eStatement Delivery. When you do so, you will be confirming that: (i) You have Equipment and Software necessary to allow you to receive electronically, view and print periodic statement for Eligible Accounts and communications normally provided with periodic statement for Eligible Accounts, including , but not limited to, change of terms notices, annual privacy notices and other notices required by applicable law or any agreement between you and us (each a "Legal Communication"); (ii) You have a valid e-mail address at which to receive any notice that a periodic statement for an Eligible Account or a Legal Communication is available to you at our website; or via secure PDF file and (iii) You agree to receive electronically, and we no longer need to send you a paper copy of, any periodic statement for an Eligible Account or any Legal Communication.
  - (b) **E-mail Notice.** Once Solvay Bank Electronic Statement Delivery takes effect for Eligible Accounts, whenever any periodic statement for an Eligible Account or any Legal Communication is made available to you at our website, we will send to the most recent e-mail address you have provided to us for use with Solvay Bank Statement Delivery a notice that the periodic statement or Legal Communication is available to you at our website. The periodic statement or Legal Communication will be available to you at the website for 12 months. Except when applicable law requires otherwise, this notice will be the only notice we send to you about the availability of the periodic statement of Legal Communication at the website. You acknowledge that the notice will constitute delivery of the periodic statement or Legal Communication, whether or not you view or print such statement or Legal Communication. If the notice is returned to us as undeliverable, we will send you a letter advising that your statement has been converted back to paper delivery, and that we were unable to deliver your e-mail notice. We will ask you to provide us with a new e-mail address for use with Solvay Bank Electronic Statement Delivery. You cannot request information, services or paper copies of periodic statements, Legal Communications or any other items or terminate enrollment in Solvay Bank Statement Delivery by responding to the notice by e-mail (including using the reply function), and we will not be responsible for responding to any such request you make by responding to the notice by e-mail.

- (c) **Acknowledgement of Risk.** You acknowledge that there are risks associated with sending a notice to an e-mail address, including, but not limited to, disruption of service and, because e-mail is not private or secure, unauthorized access the notice and information it contains.
  - (d) **E-mail Address.** It is your responsibility to notify us of any change in the e-mail address to be used by you with Solvay Bank E-statement Delivery.
  - (e) **Paper Copies.** At any time after you enroll in Solvay Bank Electronic Statement Delivery, we may discontinue mailing you paper copies of periodic statements for Eligible Accounts and paper copies of Legal communications. For as long as we are required by applicable law to keep a copy of any periodic statement for an Eligible Account or any Legal Communication, you may request a paper copy of the periodic statement or Legal Communication by contacting us at 315-484-2201. You must pay us any applicable charge for the paper copy. Your request for the paper copy will not constitute a request to cancel Solvay Bank Electronic Statement Delivery or discontinue receipt of electronic statements. Even if we discontinue sending them at any time for any reason, including, but not limited to, because we believe that you are not receiving notices that a periodic statement for an Eligible Account or a Legal Communication is available to you at our website or because we believe that a change in Equipment or Software required for Solvay Bank Electronic Statement Delivery creates a risk that you may not be able to receive electronically, view and print periodic statements for Eligible Accounts and Legal Communications.
  - (f) **Termination of Enrollment.** We may terminate your enrollment in Solvay Bank Electronic Statement Delivery by notifying you. The termination will take effect when we specify. You may terminate your enrollment in Solvay Bank Electronic Statement Delivery by notifying us. The termination will not take effect until we have had a reasonable time to act on your notice, which can be as long as 60 days. Any termination of your enrollment in Solvay Bank Electronic Statement Delivery (i) may be effective for all Eligible Accounts, or for select accounts; and (ii) will not affect the validity or legal effect of any periodic statement for an Eligible Account or any Legal Communication provided to you at our website prior to the effective date of such termination.
  - (g) **Joint Account.** If any Eligible Account is a joint account, any holder of that Eligible Account may enroll in or terminate enrollment in Solvay Bank Electronic Statement Delivery. All joint account holders of any Eligible Account will be bound by the enrollment or termination of enrollment.
  - (h) **Combined Statements.** All accounts that are part of a combined statement mailing must be delivered in the same fashion. Requesting that a single account within a combined statement is changed to another delivery format will result in all accounts within that statement being sent in the same format. If accounts that are part of a combined statement mailing are not entirely or partially owned by the person enrolling in Electronic Statements, we will not discontinue delivery of paper statements, but we will provide all of the online features that are characteristic of an electronic statement.
14. **Privacy:** The circumstances under which we will disclose information about you, your Accounts or your use of the Service is set forth in the information that has been separately disclosed to you in the contracts, notices, and disclosures that have been separately provided to you in accordance with our Privacy Policy.
15. **Authorization to Obtain Information:** You agree that we may from time to time obtain and review your credit report from an authorized credit bureau.
16. **E-Mail:** To safeguard yourself, Solvay Bank recommends that you do not use e-mail for certain significant information such as reporting a lost or stolen password, stop payments that do not use the Personal Online Banking function or reporting a lost or stolen credit card.
17. **Cancellation of Online Services By You:** If you decide to cancel the Personal Online Banking Service, electronic delivery of statements or disclosures you:
- Must notify us in writing addressed to Solvay Bank, PO Box 19050, Syracuse, New York 13209, Attn: Personal Online Banking.
  - May call us at 1-800-463-6337 or 315-484-2201 and forward a written confirmation within 10 business days to the address listed above.
- Any cancellation will not take effect until we receive the written notice, and we have a reasonable time to act on it.
- Upon our receipt of your request for cancellation of Solvay Bank Personal Online Banking services, no further online transactions will be allowed. Your personal deposit account(s) will remain opened unless otherwise directed by you.
18. **Cancellation of Online Services By Solvay Bank:**
- Solvay Bank, at any time, can cancel or suspend your Personal Online Banking services without giving you notice that we are going to do so, if we suspect fraudulent activity.
  - We reserve the right to change, suspend, cancel or terminate your access to Personal Online Banking at any time without notice based on security issues and other factors such as not accessing personal online banking for over 180 days. To reactivate access due to inactivity, you can re-enroll in personal online banking or contact Customer Care at (315) 484-2201.
19. **Recording:** You agree that we can record any e-mail communication sent through Personal Online Banking.
20. **Change of Address:** Any notices concerning your Personal Online Banking, or other electronic services will be mailed or e-mailed to the address you provided us with on your enrollment form. If you have changes in your mailing or e-mail address, you must notify us promptly.
21. **Assignment:** Under the terms and conditions of this Agreement, you cannot assign any of your rights or obligations to any other person(s).
22. **Notices:** Any notices sent to you regarding this Agreement will be sent to the e-mail address or the mailing address that you provided to us at the time of your enrollment in Personal Online Banking. Any changes to your e-mail address or mailing address should be made promptly to us.
23. **Errors or Questions:** (Regulation E Notice) In the event of any errors or questions regarding your electronic transfers or if you believe that your statement is incorrect we must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. You must:
- Write us at Solvay Bank, PO Box 19050, Syracuse, New York 13209 or
  - Telephone us during regular banking hours at 800-463-6337 or 315-484-2201 and;

- Provide us with your name and account number
- Explain in detail the error or possible unauthorized transaction in question
- Give us the exact dollar amount in question

If you contact us by telephone, we will require that you send the error or complaint in writing within 10 days of providing the oral notice.

If the error involves an electronic fund transfer to or from an account within 30 days after the first deposit to the account was made, the Bank may take up to 20 days to investigate. We will report the results of the investigation to you by letter within three business days after completing the investigation and will correct the error within one business day after determining that an error occurred.

If the Bank is unable to complete the investigation within 10 business days, it may take up to 45 days from receipt of a notice of error to investigate and determine whether an error occurred. For Point of Sale Debit Card Transactions (POS), transfers that were initiated out of state and on new accounts where the notice of error occurred within 30 days after the first deposit to the account, the applicable time is 90 days for completing the investigation. We will provide a provisional credit to your account within 10 business days of receiving the error notice, 20 days for accounts where a notice of error occurred within 30 days after the first deposit to the account was made. You will be informed by letter within 2 business days after the provisional crediting, during the investigation, of the amount and date of the provisional crediting. You will also be advised that you will have full use of the funds during the investigation. Upon completion of the investigation, the Bank will notify you, by letter, of its findings within three business days. If we decide that there was no error, we will send you a written explanation. If provisional credit was applied, we will debit the account within one day and notify you of the date and amount of the debiting. The Bank will also notify you that the Bank will honor checks, drafts or similar instruments payable to third parties and preauthorized transfers from your account without an overdraft charge to you for five business days after the notification. The Bank will honor items as specified in the notice, but need honor only items that it would have paid if the provisionally credited funds had not been debited.

You may ask for copies of the documents that we used in our investigation.

**Liability for Failure to Make Transfers:**

If we do not complete a transfer to or from your account on time, or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- Through no fault of ours, your account does not contain sufficient funds to make the transfer.
- The transfer would go over the credit limit on your overdraft line of credit.
- The equipment, ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable.
- Circumstances beyond our control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that we have taken.
- A court order or legal process prevents us from making a transfer.
- You have a reasonable basis for believing that unauthorized use of your Solvay Bank Online Password or designated account(s) have occurred or may be occurring or if you default under any agreement with us or if either party terminates this Agreement.
- There may be other exceptions stated in our Agreement with you.

**Confidentiality:**

We will disclose information to third parties about your account or the transfers you make:

- 1) Where it is necessary for completing transfers; or
- 2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- 3) In order to comply with government agency or court orders; or
- 4) If you give us written permission or as explained in the separate Privacy Disclosure.

24. **Applicable Laws:** This Agreement is governed by the laws of New York State and Federal Law.
25. **Waiver:** Under this Agreement, we may render or delay exercising our rights without notifying you. Any waiver will not affect any other rights we may have and will not be deemed for a waiver of such rights in the future.
26. **Warranty Disclaimer:** We make no warranty of any kind, express or implied in connection with the system provided to you under this Agreement. We do not and cannot warrant that the System provided will operate without errors, or that any or all System Services will be available or operational at all times. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software. We will use our best efforts to provide you with accurate information through Online Banking but cannot warrant the accuracies of the information you have entered or transacted.
27. **Indemnification:** You agree to indemnify, defend and hold us, our affiliate company, directors, officers, employees and agent harmless against any loss, damage, claim, costs or demand that is made by any third party related to or arising from your use of Online Banking, Bill Payment or Mobile Banking Services.
28. **Contacting the Bank:** For general questions concerning your account, account statement, Online Banking or Mobile Banking, contact Solvay Bank Customer Relations at 315-484-2201 or toll free at 800-463-6337. Business Hours are Monday through Friday 8:00 AM – 5:00 PM and Saturday 9:00 AM to 12:00 PM ET. You may also email the Bank at [info@solvaybank.com](mailto:info@solvaybank.com). Customer Relations is closed on Sundays and federal bank holidays. You may also write to us at Attn: Personal Online Banking, PO Box 19050, Syracuse, NY 13209.

For questions concerning Bill Pay and Zelle services you may contact the Customer Service Center during normal business hours or CheckFree at 877-656-1816 between the hours of 7:00 AM – 1:00 AM ET seven days a week.

**PLEASE NOTE THAT FOR SECURITY PURPOSES, YOU SHOULD NOT USE E-MAIL TO STOP PAYMENTS, CANCEL PAYMENTS OR ALERT US TO UNAUTHORIZED USE OR LOST OR STOLEN ACCESS CODES.**

29. **Access to Personal Online Banking:** To access Personal Online Banking, you must first have a Solvay Bank account, complete the enrollment form, agree to the terms and conditions of the Solvay Bank Personal Online Banking, E-signature and Electronic Disclosure Agreement and review the Solvay Bank Privacy Policy.
30. **Changes in Terms of Agreement:** At any time, we may change the terms and conditions of this Agreement, scheduled fees or any of our services. We will provide notification to you of any changes, as required under applicable law, by mail or e-mail. Upon the effective date of change, you will be bound by the new changes, terms or rules for use of Personal Online Banking, or Electronic Statement and Disclosure Delivery.
31. **Agreement Terms and Conditions:** The terms and conditions of this Agreement are in addition to any other agreements you may have with us.
32. **Acceptance of this Agreement:** By accepting this Agreement it confirms your acceptance to the terms and conditions for your use or some other person to whom you have given permission to use Solvay Bank Personal Online Banking.

**You understand and agree that your electronic signature executed in conjunction with the electronic submission of your application shall be legally binding and such transaction shall be considered authorized by you.**



## Mobile Banking with Mobile Deposit Agreement

Thank you for choosing Solvay Bank Mobile Banking, including Mobile Deposit. With Mobile Banking you have access to your accounts right from your mobile device. You can perform everyday banking functions like accessing account balances, viewing account history, transferring money between accounts, and paying bills, 24 hours a day, 7 days a week. Solvay Bank Mobile Banking is made available to you as part of Solvay Bank Online Banking. By participating in the Mobile Banking program, you are agreeing to the terms and conditions presented here.

Solvay Bank (referred to in this Agreement sometimes as “we” or “us”) reserves the right in our discretion to amend these terms and conditions at any time. Amendments will be made available to you on our website, and your continued use of Solvay Bank Mobile Banking will demonstrate your agreement to such amendments.

Please read the terms and conditions below carefully, print and retain a copy for your records. Capitalized terms not otherwise defined herein shall have the meanings set forth for them in the Online Banking e-Signature and Electronic Disclosure Agreement.

### **Mobile Banking General Terms and Conditions**

We reserve the right to modify the scope of the Mobile Banking service 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 be limited over some mobile networks, and also while roaming.

**Relationship to Other Agreements.** When you use Mobile Banking, you remain subject to the terms and conditions of all your existing agreements with us. You will continue to be subject to the terms and conditions of your existing agreements with any other service providers, including your mobile service carrier or provider, and this Agreement does not amend or supersede any of those agreements. Those agreements may provide for fees, limitations and restrictions that might affect your use of Mobile Banking (for example, your carrier or provider may impose data or text message charges for your use of Mobile Banking), and you are 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. So, you agree to resolve any problems with your carrier or provider directly with them without involving us. If you have problems with Mobile Banking, you should contact us directly.

### **Availability.**

- Mobile Banking is available on these major mobile service carriers in the U.S.: AT&T®, Sprint®, Verizon Wireless®, T-Mobile®, and US Cellular®. Mobile banking is also available on some smaller carriers including, but not limited to: Boost Mobile, Cricket Wireless, Metro PCS, Pioneer Cellular and Virgin Mobile USA. Mobile banking access from non-Tier 1 carriers depends on the contractual agreement between the SMS gateway provider and the individual.
- We assume no responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network you use to access Mobile Banking. You agree to exercise caution when utilizing Mobile Banking on your Wireless Device and to use good judgment when obtaining or transmitting information.
- You agree that we and our service providers may send you, by short message service, 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.
- 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 (315)484.2201, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking services.
- The Solvay Bank Mobile Banking service may be unavailable, delayed, or interrupted, with or without notice, from time to time as a result of technical difficulties, maintenance, or events outside our control. We will have no liability to you or any other person for such interruptions, delays, or unavailability, although we may post alerts to our website for purposes of notifying you of such events.
- **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 device applications associated with Mobile Banking.

**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, patent, trademark, trade secret, or other proprietary rights; (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 cause us to lose any services from our service providers; (f) be defamatory, trade libelous, unlawfully threatening or harassing; (g) reasonably 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) gain unauthorized entry or access to the computer systems or data of others.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, Solvay Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). Solvay 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. Solvay 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.

**Not for Commercial Use or Re-Sale.** You agree that the Mobile Banking Services are for your use as a Solvay Bank Personal Online Banking or Business Online Banking customer only. You agree not to resell or make commercial use of Mobile Banking.

**Indemnification.** You agree to indemnify, defend, and hold us harmless from and against any and all claims, liability, damages, expenses and costs (including reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Agreement, your violation of applicable federal, state or local law, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

**Mobile Banking Services Limitations.**

- Technical or other difficulties related to Mobile Banking may occur that result in loss of data, personal settings or interruptions. Neither we nor any of our service providers assumes 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.
- We assume no responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network you use to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment when obtaining or transmitting information.
- Activity Information is synchronized between the Mobile Banking service and our website. Transfer and payment information available via the Mobile Banking service may differ from the information that is available directly through our website. Information available on our website may not be available via Mobile Banking, may be described differently, or may be more current than the Mobile Banking information, including balance information. We are not responsible for such differences. Additionally, you agree that we will not be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

**Changes or Cancellation.**

- You may cancel your participation in Mobile Banking at any time by modifying your user options within Solvay Bank Online Banking to remove all mobile devices. Alternately you may call us at (315) 484.2201.
- 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 your non-use of Mobile Banking. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.
- You can change your Mobile Banking settings from your personal computer when you log into Solvay Bank Online Banking. Click on User Options. Scroll to Mobile Banking Profile and click "Manage Devices" You'll be able to update your mobile information (add, change or delete phone numbers), change account nicknames and assign your default account. If you need additional assistance with changing your Mobile Banking settings, email us at [info@solvaybank.com](mailto:info@solvaybank.com) or contact Customer Care at (315) 484.2201.
- We reserve the right to change, suspend, cancel or terminate your access to Mobile Banking at any time without notice based on security issues and other factors such as not accessing mobile banking for over 120 days. To reactivate access due to inactivity, you can re-enroll in mobile banking or contact Customer Care at (315) 484-2201.

**Loss of Mobile Device or change in Mobile Phone Number.** In the event of loss of device or change in phone number, you agree to notify us by changing your Mobile Banking settings within Solvay Bank Online Banking or by contacting Customer Care at (315) 484.2201.

**Questions.** You can contact us at [info@solvaybank.com](mailto:info@solvaybank.com) or by phone at (315) 484.2201, or at any time, from your mobile device, send a text message with the word HELP to this number: 96924.

**Text Banking Services**

Solvay Bank offers our customers mobile access to their account information (e.g., for checking balances and last transactions) over text messaging, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Message frequency depends on account settings. Message & data rates may apply.

**To Stop the Program:** To stop the messages coming to your phone, send a text that says STOP to this number: 96924. You'll receive a one-time opt-out confirmation text message. And after that, you will not receive any further messages.

**Mobile Web and Mobile App Banking Services**

**Location Based Information.** If you use any location-based feature of 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 must cease using location-based features of Mobile Banking.

**Charges for the mobile web and mobile app banking service.** Although Solvay Bank is not currently charging for this service, you agree to pay for Mobile Banking in accordance with our fee schedule as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. If we add to or enhance the features of Mobile Banking, by using such added or enhanced features you agree to pay for them in accordance with the fee schedule. Your mobile device carrier's standard messaging and data fees may apply.



### **Mobile Deposit**

Solvay Bank Mobile Deposit is made available to you as part of Solvay Bank Online and Mobile Banking. Your use of Solvay Bank Mobile Deposit constitutes your acceptance of this Agreement; the Deposit Account Agreements applicable to your checking, savings, and money market Accounts; and the Online Banking e-Signature and Electronic Disclosure Agreement; all of which are incorporated herein by reference. In the event of any inconsistency between this Agreement and the Online Banking e-Signature and Electronic Disclosure Agreement, this Agreement controls. By pressing the “Accept” button, and with each use of Solvay Bank Mobile Deposit, you accept and agree to be bound by the terms and conditions stated within this agreement and the Online Banking e-Signature and Electronic Disclosure Agreement, as amended from time to time.

**Use of the Service and Procedures.** Solvay Bank Mobile Deposit allows you to remotely deposit checks into your qualifying checking, savings, or money market account by scanning an image of the front and back of the check with your mobile device’s digital camera and delivering the image to us using the Solvay Bank Mobile Deposit software. When depositing a check using Solvay Bank Mobile Deposit, you must add the following restrictive indorsement to the back of the check: “**For Mobile Deposit Only at Solvay Bank**”. You agree to comply with all procedures and instructions we establish for use of Solvay Bank Mobile Deposit, as amended from time to time.

**Enrollment.** You are automatically enrolled in Solvay Bank Mobile Deposit when you enroll in Solvay Bank Mobile Banking.

**Termination of Service.** We reserve the right to terminate, modify, or suspend your use of Solvay Bank Mobile Deposit at any time, with or without cause, including if we reasonably believe that you have breached the terms and conditions for use of Solvay Bank Mobile Deposit, or as otherwise provided in the Online Banking e-Signature and Electronic Disclosure Agreement. We further reserve the right to terminate, modify, or suspend your use of Solvay Bank Mobile Deposit in the event we establish new conditions and qualifications for use, and you, or your equipment and software, do not meet such conditions and qualifications.

**Technical Requirements.** In order to use Solvay Bank Mobile Deposit, you must have your own compatible mobile device (such as a cellular phone, smart phone or tablet) with internet access and a digital camera. All mobile devices and software must meet our minimum technical requirements, which are available at [www.solvaybank.com](http://www.solvaybank.com) and which may change at our discretion at any time. You are solely responsible for obtaining, maintaining, and paying for all mobile devices, software, and services (such as text messaging, data transmission, and Internet access capability) necessary for use of Solvay Bank Mobile Deposit.

**Image Quality.** Check images and transmissions using Solvay Bank Mobile Deposit must clearly show all information on the front and back of the check, including your proper indorsement, and must comply with the standards established by us, our third-party vendors, and governmental and industry regulators. Each image must be legible, true, and accurate, and you may not alter a check image in any way. We are not responsible or liable for any loss or delay arising out of a transmitted image that does not comply with these requirements.

**Transaction Limits.** We may establish limits on the number of checks or the total dollar amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice to you.

**Items Eligible for Deposit.** You agree to scan and deposit only “checks” into your Account (certain types of negotiable demand drafts, as defined in Federal Reserve Regulation CC, 12 C.F.R. Part 229). Once scanned and transmitted to us, the check image will be treated as a deposit under your Deposit Account Agreement and applicable notices and disclosures. You agree not to deposit any of the following types of checks or other items using Solvay Bank Mobile Deposit:

- Checks drawn on institutions outside the United States (i.e., foreign checks);
- Checks made payable in any currency other than United States currency (dollars);
- Checks dated more than 6 months prior to the deposit;
- Post-dated checks (i.e. a check made payable after your date of deposit);
- A check that has previously been presented for deposit at Solvay Bank or another financial institution;
- Checks for which you are aware that a stop payment has been issued for said check;
- Checks payable to any person or entity other than you (i.e., payable to another party and then indorsed to you);
- Checks made jointly payable to you and another person, unless the deposit is to a jointly-held account with that person and both you and that person have indorsed the check;
- United States Treasury bonds;
- Traveler’s checks, money orders, or substitute checks;
- Any check that does not meet the requirements of this agreement or any other agreement you have with us (i.e., a check not properly indorsed “**For Mobile Deposit Only at Solvay Bank**”);
- Any check that has already been scanned using Solvay Bank Mobile Deposit or using a remote deposit capture service of another institution;
- Checks that contain evidence of alteration, or that 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 is drawn; or
- Checks which exceed the daily or individual check deposit limits discussed herein.

With each check you deposit using Solvay Bank Mobile Deposit, you represent and warrant that the check is eligible for deposit, is properly payable and collectible, and is not subject to any defense against payment or collection. You further represent and warrant that the check and your use of Solvay Bank Mobile Deposit comply with all terms and conditions applicable to Solvay Bank Mobile Deposit, Solvay Bank Mobile Banking, Solvay Bank Online Banking, and the Account, and comply with all applicable state and federal laws, rules, and regulations. If you deposit any check not permitted by this Agreement, you agree to indemnify and hold us harmless from and against any loss, liability, damages, or expenses (including attorney’s fees) arising out of or in connection with the deposit. To the fullest extent permitted by law, we reserve the right, in our sole discretion, to reject any check or item you transmit to us for deposit into your Account.

**Fees.** You agree to pay all applicable fees and charges set forth in the Fee Schedule for Solvay Bank Online Banking, as amended from time to time, as well as any applicable fees or charges under your Deposit Account Agreement and Solvay Bank Online Banking e-Signature and Electronic Disclosure Agreement.

**Deposit Status.** Upon receipt of a Mobile Deposit submitted by you, Solvay Bank may examine the check images and other information to ensure that you have complied with this Agreement and followed the procedures. If Solvay Bank determines that you have not complied with this Agreement or followed the procedures

or if errors exist in the images or other information contained in the Mobile Deposit, Solvay Bank may reject the Mobile Deposit. You should monitor the check's processing status using the Solvay Bank Mobile Deposit service. The status of your deposited checks will be posted periodically throughout the day up until 4:00 pm (ET), so you should monitor your check status throughout the day. You will not receive a separate confirmation that a check image has been received by us. Contact us immediately if you suspect any error or that we did not receive the transmission. Please refer to your Deposit Account Agreement for additional responsibilities with respect to notifying us of problems with your deposits. If we become aware of a problem with your deposit (such as the check is rejected, the check image is unusable, the check was previously presented or deposited, or the type of check is not permitted), we will attempt to contact you within three business days.

**Funds Availability.** Availability of funds from checks deposited using Solvay Bank Mobile Deposit will be in accordance with your Deposit Account Agreement and our Funds Availability Policy. In general, and subject to our Funds Availability Policy, if a check is deposited using Solvay Bank Mobile Deposit before 2:30 pm (ET) and is accepted by us, that day will be the day of deposit and provisional credit on the funds will be made available the next business day. Checks deposited at 2:30 pm (ET) or later will be considered deposited the next business day. Pursuant to your Deposit Account Agreement, and to the extent permitted by law, each deposit and the availability of funds from the deposit are subject to our rights of charge-back, reversal, refund, and set-off, and our right to place a hold on the check for purposes of review and verification.

**Security and Investigation.** Your use of Solvay Bank Mobile Banking is subject to all security requirements set forth in the Solvay Bank Online Banking Terms and Conditions, including your obligation to keep your mobile device and its transmissions secure from unauthorized access. You agree to securely store each check that you deposit using Solvay Bank Mobile Deposit for a 30-day period after we have accepted the check. After 30 days, you will securely destroy the check (such as by use of a document shredder). After you have deposited a check using Solvay Bank Mobile Deposit, you agree to never re-deposit or re-present the check, or to negotiate or indorse the check to another person or financial institution. During the time the retained check is available, you will promptly provide the check to us upon our request and fully cooperate with us in any related investigation or dispute resolution. Notify us immediately if you learn of any unauthorized access, loss, or theft of the original check.

**Errors.** You agree to notify Solvay Bank of any suspected errors regarding checks deposited through Solvay Bank Mobile Deposit as soon as possible. Unless you notify Solvay Bank within 60 days after your next Solvay Bank account statement relating to a suspected error, the statement regarding all deposits made through Solvay Bank Mobile Deposit shall be treated as correct, and you agree not to bring a claim against Solvay Bank for the suspected error.

**Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SOLVAY BANK MOBILE DEPOSIT SERVICE AND SOFTWARE. IF YOU ARE A BUSINESS CUSTOMER, WE FURTHER DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WITHOUT LIMITATION OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE SOLVAY BANK MOBILE DEPOSIT SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. YOU AGREE THAT USE OF THE SOLVAY BANK MOBILE DEPOSIT SERVICE AND SOFTWARE IS AT YOUR OWN RISK AND ON AN "AS IS" AND "AS AVAILABLE" BASIS.