

HATBORO FEDERAL SAVINGS

MOBILE REMOTE DEPOSIT CAPTURE SERVICE AGREEMENT

Mobile Deposit

This Mobile Remote Deposit Capture Service Agreement (the "Agreement") applies to your use of Online Banking to allow you to make deposits of checks ("Original Check(s)") to your accounts from home or other remote locations by scanning the Original Checks and delivering the digital Images and associated deposit information ("Image(s)") to us or our processor with your mobile device. You must register for Online Banking prior to requesting authorization for Mobile Remote Deposit Capture Service ("Mobile Deposit" or "Service"). This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms "you" and "your" refer to each depositor on the account accessible to Mobile Deposit, and the terms "us", "we" and "our" refer to Hatboro Federal Savings (the "Bank").

This Agreement supplements any other agreements you may have with the Bank, including, but not limited to, the Online Banking Agreement. Please read the entire Agreement prior to utilizing Mobile Deposit. By using these services you acknowledge your receipt and understanding of this Agreement and agree to all of its terms and conditions.

You agree to keep your password safe and to not record, disclose or make the password available to anyone. Anyone who has access to your password will have full access to your accounts and the services you can perform on Online Banking. You have no ability to limit any such person's authority. If anyone uses your password with your permission, you will be responsible for any transactions performed by that person.

Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Eligible items. You agree to scan and deposit only checks, money orders, cashier checks or traveler's checks drawn on or payable at or through a United States financial institution and payable on demand.

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- 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.

- Checks drawn at or through a foreign (i.e., non-US) financial institution.
- Checks issued in currency other than United States dollars.

Requirements. Each Image must provide all information on the front and back of the Original Check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include all of the following:

[Signature]
[Date]
“For Mobile Deposit at HFS Only”

Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Deposit. All Images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement. Any confirmation from us that we have received the Image does not mean that the Image contains no errors. We are not responsible for any Image that we do not receive. Following receipt, we may process the Image by preparing a “substitute check” or clearing the item as an Image. We reserve the right, at our sole and absolute discretion, to reject any Image for Mobile Deposit into your account. We will notify you of rejected Images.

Original Checks. After you receive confirmation that we have received an Image, you must securely store the Original Check for sixty (60) calendar days after transmission to us and make the Original Check accessible to us at our request (the “Holding Period”). Upon our request from time to time, you will deliver to us within ten (10) calendar days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the Holding Period expires, you must destroy the Original Check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an Original Check, the Image will be the sole evidence of the Original Check.*

You agree that you will never re-present the Original Check. You understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.

Returned Deposits. Any credit to your account for checks deposited using Mobile Deposit is provisional. If Original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an Image of the Original Check, a paper reproduction of the Original Check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Accountholder's Warranties. You make the following warranties and representations with respect to each Image:

- Each Image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Original Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Original Check.
- The Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check.
- You are authorized to enforce and obtain payment of the Original Check.
- You have possession of the Original Check and no party will submit the Original Check for payment.

With respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule.

You agree that files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable

items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider and internet software. In the event that Mobile Deposit is unavailable, you may deposit Original Checks at our branches or through our ATMs.

Funds Availability. For purposes of funds availability, Mobile Deposits are considered deposited at a branch or ATM of this financial institution. Mobile Deposits confirmed as received before 3:00pm on a business day ("Cut-Off Time") will be credited to your account within 24 hours of receipt. Deposits confirmed received after the Cut-Off Time, and deposits confirmed received on holidays or days that are not business days will be credited to your account within 24 hours of the following business day. Funds credited to your account will be treated as Other Check Deposits and available as described in the Bank's Funds Availability Disclosure. While there is no cost to use Mobile Deposit, customers utilizing Mobile Deposit are still subject to any applicable fees (i.e., NSF checks) as described in the Bank's Fee Disclosures.

Mobile Deposit Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Deposit. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. You agree not to leave your mobile device unattended while logged into Mobile Deposit and to log off immediately at the completion of each access by you.

Hatboro Federal Savings highly recommends using password protection on your mobile device. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of Original Checks. You will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Termination of Account Access. We reserve the right to terminate Mobile Deposit, in whole or in part, at any time, with or without cause and without prior notice. We reserve the right to temporarily suspend Mobile Deposit in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Online Banking ID or password as an indication of an attempted security breach.

Equipment and Software. Hatboro Federal does not guarantee that your mobile device or mobile service plan will be compatible with Mobile Deposit. You are responsible for understanding the operation and maintenance of your mobile device. We are not responsible for any errors or problems related to your mobile device, mobile provider or mobile internet access. Nor are we responsible for any fees assessed by your mobile provider or internet service provider, or any other outside party. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your mobile service provider directly without involving the Bank.

We are not responsible for errors or delays or your inability to access the Service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Service nor are we responsible, under any circumstances, for any damage to your equipment or the data residing thereon.

We do not charge a fee for Mobile Deposit, however all other fees associated with your accounts apply. Standard text message rates, data rates and other taxes and additional fees from your mobile device provider may apply when using Mobile Banking. Check with your specific mobile device provider for more information on fees.

Accountholder's Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify, defend, and hold harmless Hatboro Federal Savings, its affiliates, officers, directors, members, employees, consultants, agents, service providers and licensors from and against any and all claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from your use of the Service and/or breach of this Agreement, unless such claim directly results from an action or omission made by Hatboro Federal Savings in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight. (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE 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 ANY REMOTE

BANKING SERVICE, 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 ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your application for any Mobile Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Acceptance of Terms. Your use of Mobile Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material changes to this Agreement via email, text message, or on our website by providing a link to the revised agreement. Your continued use of Mobile Deposit will indicate your consent to be bound by the revised agreement. Further, the Bank reserves the right, in its sole discretion, to change, modify, add or remove services to Mobile Deposit. Your continued use of Mobile Deposit will indicate your acceptance of any such changes to Mobile Deposit.

Contact Information

Email us at: customerservice@hatborofed.com.

Call us at: 215-675-4000

Write us at: Hatboro Federal Savings
221 S. York Road
Hatboro, PA 19040

Be advised that email transmissions are not secure. We strongly discourage you from sending confidential account information to us via email. Hatboro Federal Savings is not responsible for any error or problems of any kind involving your email. At no time will any Bank employee ask for confidential information by email.