

*This agreement describes your rights and obligations as a user of the Online Banking Service or the Bill Payment Service ("Service"). It also describes the rights and obligations of Windward Bank ("the Bank"). Please read this agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement.*

## DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

### eConsent

By enrolling in the Service, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with the Bank for the provision of certain Online Banking Service, will be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Service will also be in electronic form. Disclosures are provided in electronic form for the account(s) you have selected to open online. Before completing the online account opening, you must read and indicate your acceptance of the terms outlined below. If you do not consent, you will not be able to proceed with the online account opening process. You may contact us at the number or address listed below to open a new account.

In this consent "we", "us", and "our" are used to refer to Windward Bank. All the disclosures being provided to you may, at our discretion, be in electronic form, and you will be able to review them online in addition to downloading and/or printing them. Your consent applies only to the disclosures and notices applicable to the deposit accounts opened during an online session.

Disclosures provided in electronic form will not be distributed in paper form. After consenting, if you wish to obtain a paper copy of the disclosure(s), you can do so free of charge by contacting us at the number or address listed below.

We may provide you with this agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Service.

We may provide you revisions and amendments to this agreement and such other information, including but not limited to other applicable banking or financial Service laws or regulations in connection with the Service, electronically as a part of the agreement or otherwise as a part of the Service. While you may print and retain a copy of the agreement or any information provided to you in relation to the Service, we only provide these documents electronically.

You have the right to withdraw your consent at any time, at no cost to you, by contacting us at the number or address listed below. **However, because the agreement and the information are provided only in electronic format, your withdrawal of consent will terminate the Service.**

By consenting to receive disclosures and notices electronically, you agree to provide us with the information (such as current email address) necessary to communicate with you electronically. You are required to update us with any changes in such information by contacting us at the number or address listed below.

The following lists the hardware and software requirements necessary for access to and retention of the information being provided to you in electronic form. By consenting to receive the disclosures online, you will also be verifying you meet the necessary hardware and software requirements to view the disclosures.

- A personal computer or other device capable of accessing the internet
- A web browser which supports 128-bit SSL encrypted communications
- Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader version 5.1 or higher (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>).

**This consent that acknowledges that your accounts are intended to be fully electronic and paperless. You are electing to receive account statements and documents electronically, instead of paper.** You may change your paperless settings, address, contact information, or enrollment status at any time by contacting us at:

(800) 865-7653  
Windward Bank  
Attn: Account Operations  
PO Box 1187  
Edgartown, MA 02539  
[www.windwardbank.com](http://www.windwardbank.com)

You are able to access information that is provided in the same manner as the information and the Service via the internet.

## **ONLINE BANKING TERMS AND CONDITIONS**

### **DEFINITIONS**

The following definitions apply in this agreement.

"Online Banking" is the internet-based service providing access to your account(s) under the terms set forth in this Online Banking Terms and Conditions agreement

"Online Account" is a Bank account from which you will be conducting transactions using a Service.

"Customer" refers to a person or a business.

"Business Day" refers to Monday through Friday, excluding holidays as determined by the Bank. All Online transaction requests received after 7:00 p.m. EST, or on a non-Business Day, will be processed immediately, but will not appear in the online history until the following Business Day.

"Password" is a series of numbers and/or letters that you select after the initial sign-on that establishes your connection to the Service.

"Time of Day" references are to Central Standard Time unless otherwise noted.

"We," "us" "our" or "the Bank" refer to the Bank, which offers the Service provided under this agreement and holds the accounts accessed by the Service.

### **ACCESS TO SERVICE**

The Bank will provide online instructions describing how to use the Online Banking Service. To gain access to this Service you will need your User ID and your password.

### **HOURS OF OPERATION**

The Service is generally available 24 hours-a-day, 7 days a week, except during special maintenance and upgrade periods. Routinely these times are Sunday & Wednesday between 1:00 am and 4:00 am EST, each week.

### **USE OF YOUR PASSWORD**

The safety of our customers' accounts and account information is of paramount importance to the Bank. We go through great lengths to protect confidentiality and the security of your account and urge you to do the same. You agree not to allow anyone to gain access to the Service or to let anyone know your password used with the Service. You agree to assume responsibility for all transactions initiated through the Service with your User ID, up to the limits allowed by applicable law. While the Bank continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their User ID and password are giving up the full benefit of our security measures and legal protections to which they may be entitled. The password you choose has the same effect as your signature.

### **NO BANK REPRESENTATIVE WILL EVER CALL OR EMAIL YOU AND ASK YOU FOR YOUR ACCESS ID AND PASSWORD.**

The Bank highly recommends that you regularly change your password.

If your password has been lost or stolen, you should restore the security of your Service by immediately changing your password, then calling the Bank at (800) 865-7653. If we are closed, please leave a message in the general voice mail box.

### **BANKING TRANSACTIONS WITH ONLINE BANKING**

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

- Transfer funds among your linked checking, savings, money market, mortgage and line of credit accounts.
- For Passbook saving accounts, only credit transactions will be allowed.

### **ALERTS**

Your enrollment in Windward 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 Windward Bank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password or login information. You do not have the option to suppress these Mandatory Alerts.
- **Two Factor Authentication** messages and alerts that provide information to allow you access to various banking services. You will receive one message per request for two factor authentication.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as low balance, withdrawals and deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Windward Bank Online Banking and Manage Alerts menu within Windward Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Windward Bank reserves the right to terminate its alerts service at any time without prior notice to you.

### **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 Windward Bank Online Banking message in-box, by an e-mail message. 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.

### **Alerts via Text Message.** To stop Alerts via text message, **reply "STOP" to an incoming text message 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 Windward Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with please contact customer service at (800) 865-7653 or visit [www.windwardbank.com](http://www.windwardbank.com).

**Limitations.** Windward 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

Windward Savings Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Windward 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. 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.

New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these Service.

## STATEMENTS

Your statement will indicate the amount and calendar date of each transfer and corresponding account to or from which the funds were transferred. You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. Statements are delivered electronically.

## ERRORS AND QUESTIONS

Pertaining to Consumer Accounts only:

In case of errors or questions regarding an Online Banking transaction, you may call the Bank at (800) 865-7653 or write a letter and send it to:

Windward Bank  
Account Operations  
PO Box 1187  
Edgartown, MA 02539

We must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number.
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error.
- The date on which it occurred.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

You agree that the Bank may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by the Bank shall be considered received within three (3) Business Days of the date sent by the Bank, regardless of whether or not you sign on to the Service within that time frame.

**DOCUMENTATION AS EVIDENCE OF TRANSFER**

Any documentation that is provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made to another person.

**YOUR ABILITY TO STOP PAYMENT**

Unless otherwise provided in our Agreement, you may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in our Agreement, effectively eliminate your ability to stop payment of the transfer.

**LIMIT OF THE BANK'S RESPONSIBILITY**

The Bank agrees to make reasonable efforts to ensure full performance of Online Banking. The Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for circumstances over which the Bank has no direct control. This includes but not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. The Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from the Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

The Bank is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to Service provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of the Bank's liability shall be as expressly set forth herein. Under no circumstances will the Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Service, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

**THE BANK'S RESPONSIBILITY**

The Bank will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested.
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of the Bank, you do not have enough money in your account to make the transfer.
- Through no fault of the Bank, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.
- Your transfer authorization terminates by operation of law.
- You believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- We have received incomplete or inaccurate information from you.

- We have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring, or if you default under this agreement, the Deposit Account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

#### **OTHER AGREEMENTS**

In addition to this agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at the Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this agreement. We will automatically deduct any fees related to this Service from your account each month. All terms and conditions of the disclosures provided to you at account opening apply to this Service.

#### **MODIFICATIONS TO THIS AGREEMENT**

The Bank may modify the terms and conditions applicable to the Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this agreement and your use of the Service in whole or in part at any time without prior notice.

#### **DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY**

A copy of the Bank's Privacy Statement is available online by clicking on the Privacy Policy link on the Bank's website or upon request at any of our branches, or can be mailed to you upon request by calling the Bank at (800) 865-7653, or writing a letter and sending it to:

Windward Bank  
Account Operations  
PO Box 1187  
Edgartown, MA 02539

We will disclose information to third parties about your account or electronic fund transfers made to your account:

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- To an attorney or collection agency employed by us; or
- In order to comply with government agency or court orders; or
- When the person is authorized to have access to our records as part of their official duties; or
- With your written consent that expires forty-five days after receipt by us.

From time to time you may request the Bank to provide information to a third party on your behalf. We will do so only with your written consent. This written consent will expire after 45 days. Please refer to Truth In Savings Disclosures for further information on accounts accessible through Electronic Fund Transfers.

**INACTIVITY / TERMINATION**

You are responsible for complying with all the terms of this agreement and with the terms of the agreement governing the deposit accounts which you access using the Service. We can terminate your Online Banking privileges under this agreement without notice to you for any reason; or if you do not pay any fee required by this agreement when due, if you do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180-day period. If your account is considered inactive, you will be asked to re-enroll before you will be able to use the Service. To cancel the Online Banking, you must notify the Bank. Your notification should include your name, address, and the effective date to stop the service(s). Your final charge for the Service may be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:

- By calling (800) 865-7653
- By writing a letter to:  
Windward Bank  
PO Box 1187  
Edgartown, MA 02539

**GOVERNING LAW**

This agreement is governed by the laws of the Massachusetts and applicable federal law(s).

**FEE SCHEDULE**

The Bank offers the benefits and convenience of the online account access to you at no monthly charge. Account research or stop payment will be assessed at the rates published in the Bank's Fee Schedule and deducted from your account you hold at the Bank. These fees are subject to change. The Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

**MOBILE BANKING TERMS AND CONDITIONS**

Thank you for using the Mobile Banking Services ("Services") and any related Software ("Software") provided by Windward Bank. ("Financial Institution") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and billpay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

**General Terms and Conditions:**

**Questions:** You can contact us at 800-865-7653 or visit [www.windwardbank.com](http://www.windwardbank.com). We can answer any questions you have about the program.

The Services and/or Software may not be available at anytime for any reason outside of the reasonable control of Financial Institution or any service provider.

**Privacy and User Information.** You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers 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 the Services or Software (collectively "User Information"). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and



Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use.** You agree not to use the Services and 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 the Services and 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 Financial Institution (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 Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, 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 Windward Bank or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party’s account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

**Use of Google Maps.** You agree to abide by (1) 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 (2) the Google Legal Notices found at [http://www.maps.google.com/help/legalnotices\\_maps.html](http://www.maps.google.com/help/legalnotices_maps.html), or other URLs as may be updated by Google.

**Messaging and Data Charges:** By participating in the Services or using the Software you agree that the Services or Software may require the use of your handheld device’s data and text messaging capabilities and that standard data and text messaging charges apply in accordance with your Service Agreement with your Mobile Service Provider. You agree that the Financial Institution is not responsible for any charges you may incur while using the Services and Software provided as part of this agreement.

**“Smartphones” and Other Web Enabled Devices:** You acknowledge that Smartphones and other Web Enabled Devices are subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on such devices.



**Addendum** Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your account(s). The information contained within Mobile Banking and any related software is for informational purposes only. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Mobile Banking. Additionally, not all of the products, services or functionality described on the online banking site(s) or your online banking agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service or functionality at any time.

Information available via Mobile Banking, including balance, transfer and payment information may differ from the information that is available directly through the Online Banking site without the use of a mobile device. Information available directly through online banking without the use of a mobile device may not be available via Mobile Banking, may be described using different terminology (including capitalized terms used in the Agreement or on our online banking site(s), or may be more current than the information available via Mobile Banking, including but not limited to account balance information. The method of entering instructions via Mobile Banking may also differ from the method of entering instructions directly through the Online Banking without the use of a mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the Mobile Banking.

Additionally, you agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through Mobile Banking, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. Any losses or charges incurred through loss of mobile device or the safeguarding or failure to safeguard passwords will remain your responsibility.

The Bank reserves the right to change these Terms and Conditions at any time. When material changes are made, we will notify you. You are solely responsible for providing updated addresses as necessary. Revised Terms and Conditions shall become effective at the earliest date allowed by applicable law or regulation. In the event of any conflict between the Mobile Banking Terms and Conditions and other terms and conditions related to your account(s) to which Mobile Banking and any related software may be applicable, the Terms and Conditions of Mobile Banking will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict. Continued use of Mobile Banking and any related Software constitutes your agreement with and acceptance of this Agreement, as well as any future changes to these Terms and Conditions.

**Exclusion of Warranties** The customer has requested that Windward Bank allow customer to access customer's accounts remotely by mobile phone utilizing the internet. Except as otherwise expressly stated in these Terms and Conditions on in the Agreement for Online Banking, Windward Bank makes no representation or warranty, either express, implied or statutory, concerning the Services including that any Software application provided by Windward Bank to facilitate mobile banking by customer through customer's mobile phone number will operate uninterrupted or error free. The customer expressly confirms acceptance and use of any Software application "as is" and without warranty of any character whatsoever, and customer assumes all risk of loss resulting from conducting mobile banking. Customer is exclusively responsible for providing mobile phone service compatible with the Services and any Software application provided by Windward Bank for the Services to be provided.

**MOBILE CAPTURE SERVICE**

**DESCRIPTION.** You can access and use the remote deposit feature of the Services ("Mobile Capture") to deposit money into your consumer checking, savings or money market accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to us.

By using Mobile Capture through Mobile Banking you are agreeing to the terms and conditions set forth in our Mobile Banking Terms and Conditions. **ADDITIONAL TERMS APPLICABLE TO MOBILE CAPTURE.** The following additional terms apply to your access to and use of Mobile Capture:

**COMPATIBLE HARDWARE AND SOFTWARE.** In order to use Mobile Capture, you must use, at your expense, compatible hardware and software:

- To use Mobile Capture through Mobile Banking – You must have downloaded the Bank's mobile banking app to your compatible iOS (iPhone® and iPad®) or Android™ device. You can download the app by visiting the iTunes® App Store or Google™ Play from your mobile device. Your device must also contain a camera in order for you to take photos of your check.
- We are not responsible for any third-party software you may need to use Mobile Capture.

**INELIGIBLE ITEMS.** You may not use Mobile Capture to scan the following:

- Checks or items payable to any person other than you, including but not limited to a check made payable to you and one or more persons that are not joint owners of your Account;
- Checks or items containing obvious alteration to any of the fields on the front of the check (including the MICR line), 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 that are not properly endorsed, as specified below;
- Checks or items previously converted to substitute checks;
- Checks or items drawn on a financial institution located outside the United States;
- Checks or items that are remotely created checks;
- Checks or items dated more than six (6) months prior to the date of deposit;
- Checks or items that have previously been submitted through Mobile Capture or through a remote deposit capture service offered at any other financial institution.

**IMAGE QUALITY.** The image of an item transmitted to us using Mobile Capture must be legible. 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 Capture is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us through your Access ID.

**CUT OFF TIMES FOR DEPOSITS.** Deposits made via Mobile Capture must be made by 3:00 P.M. Eastern Time or earlier on a Business Day in order to be considered deposited on that day. Deposits made after 3:00 P.M. Eastern Time may be considered deposited the next Business Day.

**ENDORSEMENTS.** A check must be endorsed by the person or persons to whom it was made payable. Endorsements on items deposited to your Account are restricted to the top 1.5 inches of the back of the check in the space indicated. Rubber stamp endorsements are acceptable. You agree to endorse any item transmitted through Mobile Capture as "For Mobile Deposit Only" or as otherwise instructed. You should be sure to safeguard any check you deposit using Mobile Capture until you receive confirmation that it has been paid, and in accordance with the paragraph below entitled "Retention and Disposal of Transmitted Items."

**RECEIPT OF ITEMS.** We are not responsible for items we do not receive or for images that are dropped or become corrupted or illegible during transmission. An image of an item shall be deemed “received” when the Deposit History in your Mobile Banking application shows a status of accepted. You understand and agree that merely transmitting a digital image of the item does not constitute our receipt of the item.

**REJECTION OF DEPOSIT.** We reserve the right to reject any item transmitted through Mobile Capture, at our discretion and without liability to you. Images that result in a failed status within your Mobile Banking application Deposit History shall be deemed rejected. Any credit which we deposit into your Account immediately following a remote deposit initiated by you will be a provisional credit. If an item that you deposit using Mobile Capture is returned or charged back on your Account it will be deducted in full from your Account along with any fees that are incurred due to the check’s rejection, as described in our Fee Schedule and Account Agreement. We are not responsible for any losses incurred as a result of deposits returned on your Account.

**AVAILABILITY OF FUNDS.** Funds deposited using Mobile Capture will be made available to you in accordance with our Funds Availability Policy Disclosure.

**RETENTION AND DISPOSAL OF TRANSMITTED ITEMS.** Upon your receipt of confirmation from us that we have received the image of an item, you must retain the original of each item for ten (10) Business Days from the date of our receipt of the item. You will mark each imaged item as “electronically presented” after you receive confirmation from us. Upon our request, you will promptly provide the retained item or a sufficient copy of the front and back of the item to us to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes. If, during the retention period, you are unable to provide a sufficient copy of the front and back of the check, you will be liable for any unresolved claims by third parties.

**You agree that any check transmitted through Mobile Capture will not be presented again by you or any other person.**

**DEPOSIT LIMITS.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using Mobile Capture and to modify such limits from time to time. The maximum amount you may deposit of any single check through Mobile Capture is fifty thousand dollars (\$50,000.00). The maximum amount you may deposit on any given Business Day through the Service is fifty thousand dollars (\$50,000.00).

**FEES.** A fee may be charged for Mobile Capture. Consult our current Fee Schedule for applicable fees, You can request a copy by calling our Customer Service Center at 508-627-4266.

**LIMITATIONS OF SERVICE.** When using Mobile Capture, you may experience technical or other difficulties. We will attempt to post alerts to our website(s) to notify you of these interruptions in service but will not be liable for any damages that you might incur as a result of any such difficulties. We reserve the right to change, suspend, or discontinue Mobile Capture, in whole or in part, or your use of Mobile Capture, in whole or part, immediately and at any time without prior notice to you.

**ERRORS.** Please see the Electronic Fund Transfers Agreement for a discussion of the process by which you can ask questions or obtain additional information about erroneous deposits made using Mobile Capture.

## Your Authentication Method

You agree that we are entitled to act upon instructions we receive with respect to the Service under your Access ID, password, or other code or authentication method that we require (these components are referred to herein collectively as your “Authentication Method”). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Account Terms and Conditions and this agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered “in writing” under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to: inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

## Card Management Additional Terms

The card management feature is offered by Windward Bank (referred to herein as “Card Controls”, “us”, “we” or “our”) for use by Windward Bank cardholders. Windward Bank’s card management feature is intended to allow You to initiate certain payment card related activities for Your enrolled Windward Bank card(s) via the card management feature. Those activities may include the ability to but not limited to: • Register the card • Activate and deactivate the card • Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“Controls”) • Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“Alerts”) • View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information) • Report Your card as lost or stolen • Review Your spending by merchant type and/or by month • View a list of merchants storing Your card information for recurring or card-on-file payments The card management feature may enable access to Windward Bank and third parties’ services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at [http://maps.google.com/help/terms\\_maps](http://maps.google.com/help/terms_maps). Html and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps/](https://www.google.com/help/legalnotices_maps/), or such other URLs as may be updated by Google. To the extent the card management feature allows You to access third party services, Windward Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You. You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts. Windward Bank reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Windward Bank’s card management feature. Availability/Interruption. You acknowledge that the actual time between occurrence of an event (“Event”) triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device (“Notification”) is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “Commands”) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas. If You registered to receive Notifications to Your mobile device, the card management feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. Windward Bank does not guarantee that the card management feature (or any portion thereof) will

be available at all times or in all areas. You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address. You acknowledge and agree that neither Windward Bank nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither Windward Bank nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. Windward Bank, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.