

Mobile Banking Enrollment Terms & Conditions and End User Terms

This service is provided to you by Alma Bank and powered by a Third Party "Licensor" mobile technology solution. Section A of these End User Terms is a legal agreement between you and Alma Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

ALMA BANK TERMS AND CONDITIONS

Thank you for using Alma Bank Mobile combined with your handheld's text messaging capabilities. For help, text "HELP" to 49794. To cancel your plan, text "STOP" to 49794 at any time. In case of questions please contact our Customer Care Center at 855-541-1000 or by email at mobilebanking@almabank.com. Please DO NOT include account numbers or other personal information in e-mail messages.

Terms and Conditions

1. The Service (as defined below) is separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Alma Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The Service is provided by Alma Bank and not by any other third party. You and Alma Bank are solely responsible for the content transmitted through the text messages sent to and from Alma Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

ALMA BANK MOBILE BANKING AGREEMENT & DISCLOSURE

Alma Bank endeavors to provide you with the highest quality Mobile Banking services available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

Definitions. As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible Alma Bank checking, savings, loan, certificate of deposit and other Alma Bank products that can be accessed through Mobile Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web enabled and supports secure communications, and which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" and "Service" means the banking services accessible from the Devices you have registered with us for Mobile Banking.

"You" and "Your(s)," means each person with authorized access to your Account(s) who enrolls to use Mobile Banking.

"We," "Us," and "Bank" means Alma Bank.

Description of Service. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Alma Bank account information, make payments to payees, make check deposits, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Devices within the Online Banking system.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Alma Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Use of Service. In order to properly use Mobile Banking, you agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Fees Charged by Alma Bank. Currently, we charge no fees to enroll in or use Mobile Banking. However, we may assess fees(a) set forth in the other agreements, disclosures or fee schedule for particular products or accounts (such as overdraft or fund transfer fees), or (b) for products and services you purchase through Mobile Banking. We reserve the right to institute or charge fees for Mobile Banking after sending you prior notice.

Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. Any Account or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Mobile Banking Transfers. You may use the Service to transfer funds between your eligible Alma Bank accounts ("Internal Transfer"). All transfer requests received by 8:00 PM Eastern Time ("ET") on a business day are processed on the same day. Transfer requests received after 8:00 PM ET on a business day or on Saturdays, Sundays or holidays on which the Bank chooses to remain closed are processed on the next business day.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

Check Deposits. You may use the Service to make deposit of checks through your mobile device. All check deposits made and received by 5:00 PM ET on a business day are processed on the same day subject to limits and deposit item eligibility stated below. All check deposits made after 5:00 PM ET or not a business day will be processed on the next business day.

Deposit Limits. We reserve the right to impose limits on the amount of check deposits that you transmit using the Service and to modify such limits from time to time. The current maximum mobile check deposit limits are as follows:

	Daily Depositor* Limit (\$) (per business day)	Monthly Depositor* Limit(\$)
Consumer	\$5,000	\$20,000
Business	\$10,000	\$100,000

* The term 'Depositor' for purposes of these limits means all Accounts under common ownership enrolled in the Service

Eligible Deposit items. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Alma Bank shall be deemed an "item" within the meaning of Article 3 and 4 of the Uniform Commercial Code. You agree that you will NOT use the Service to scan and deposit any checks or other items as shown below:

- A. Checks or items payable to any person or entity other than you.
- B. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- C. Checks or items previously converted to a substitute check, as defined in Reg CC.
- D. Checks or items drawn on a financial institution located outside the United States or not payable in United States' currency.
- E. Checks or items that are remotely created checks, as defined in Reg CC.
- F. Checks or items dated more than 6 months prior to the date of deposit.
- G. Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution, or have been previously deposited at Alma Bank or any other financial institution.

You agree that any loss that Alma Bank incurs from your deposit of an ineligible item (as set forth above) will be your responsibility. Alma Bank has no responsibility or liability for any fees incurred due to the rejection of an ineligible item.

Image Quality. The image of an item transmitted to Alma Bank using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsements and Procedures. You agree that all checks submitted through this Service must be properly endorsed by you prior to transmittal. Unless otherwise instructed by the Bank, you agree that all checks deposited through this Service must (a) be signed by all required payees, and (b) state that they are **"For Mobile deposit only at Alma Bank account #_____"** or as otherwise instructed by Alma Bank. In addition to the previously mentioned endorsement, if the check(s) has the "CHECK HERE IF MOBILE OR REMOTE DEPOSIT", you will check such checkbox. You agree to follow any and all other procedures and instructions for use of the Service as Alma Bank may establish from time to time. Any loss that Bank incurs from a delay or processing error resulting from an irregular or missing endorsement or other markings by you will be your responsibility. Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing or incomplete endorsements.

Receipt of Items. We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Alma Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

Availability of Funds. You agree that items transmitted using the Service will be available according to Alma Bank's funds availability disclosure. Alma Bank may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Alma Bank, in its sole discretion, deems relevant.

Disposal of Transmitted Items. Upon your receipt of a confirmation from Alma Bank that we have received the image of an item, you agree to prominently mark the item as "VOID", "Electronically Presented" or check "CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT" if applicable and to properly dispose of the item following a 60-day retention period to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Alma Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Alma Bank's audit purposes.

Errors in Transmission. By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Alma Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

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

In Case of Errors or Questions about Your Account. In case of errors or questions about your accounts, contact our Customer Care Center at (855) 541-1000. For additional information regarding your and our rights and responsibilities regarding unauthorized transactions, please review your Electronic Funds Transfer Disclosure that you received when you opened your account, or look on the back of your monthly banking statement

Your Responsibilities. You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized

person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

You are responsible for the Device and its software to use this Service. The hardware and software in the Device that you use may be subject to unauthorized tracking or other manipulations by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code and for your use of your hardware and software is at your own risk. We do not guarantee functionality of the Service on all wireless devices. You are responsible for the charge of any wireless service provide while using the service. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as computer virus. However, no security system is failsafe, and despite our efforts, the security of the Service could be compromised or malicious code be introduced by third parties. We will provide you with notice if your information is the subject of a security breach, as required by applicable law.

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 or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) Be false, misleading or inaccurate; (e) Create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) Potentially be perceived as illegal, offensive or objectionable; (h) Interfere with or disrupt computer networks connected to Mobile Banking; (i) Interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

Lost or Stolen Mobile Device or Password; Unauthorized Transactions. If you believe your Mobile device, user name (Login ID), password or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your Account(s) without your authorization, contact our Customer Care Center at (855)541-1000 immediately. For additional information regarding your and our rights and responsibilities regarding unauthorized transactions, please review your Electronic Funds Transfer Disclosure that you received when you opened your account, or look on the back of your monthly banking statement.

No Commercial Use or Resale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

Indemnification.

General. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Alma Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

Electronic Checks. You will indemnify, defend and hold harmless Alma Bank, its affiliates, and each of their respective directors, officers, employees and agents (collectively, the "Indemnified Parties") harmless from and against all liabilities, damages, claims, obligations, demands, charges or expenses (including reasonable attorneys' fees) awarded or incurred or suffered by the indemnified Parties Indemnities arising directly or indirectly from or related to the following (except for losses or liabilities caused by the Bank's gross negligence or willful misconduct): I warrant that (i) the electronic image of a check accurately represents all of information on the front and back of the original check as of the time that the original check was truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check and (ii) each warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check or a paper or electronic representation of a substitute check, such that the warrantee will be asked to make payment based on a check it has already paid.

Electronically-Created Item. If I transfer or present an "electronically-created item" and receive settlement or consideration for it, I am required to indemnify each transferee bank, any subsequent collecting bank, the paying bank and any subsequent returning bank against losses that result from the fact that (i) the electronic image or electronic information is not derived from a paper check; (ii) the paid person on whose account the electronically-created item is drawn did not authorize the issuance of the item or to the payee stated on the item, or (iii) a person receives a transfer or presentment, or return of, or otherwise is charged for an electronically-created item such that the person is asked to make payment based on an item or check it has paid.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE MOBILE BANKING APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR , THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

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