

Mobile Terms & Conditions

09/2014

MOBILE BANKING SERVICE ADDENDUM to PERSONAL ONLINE BANKING AGREEMENT

1. Introduction.

Thank you for using the Mobile Banking Services ("MBS") and any related Software ("Software") provided by Washington Savings Bank ("Financial Institution"). 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.

This Mobile Banking Service Addendum (this "Addendum") to the Washington Savings Bank Personal Online Banking Agreement (the "Agreement") sets forth the additional terms and conditions for use of the Washington Savings Bank Mobile Banking Service (the "Mobile Banking Service" or "MBS"). This Addendum is hereby incorporated by reference into the Agreement. In the event of a conflict or inconsistency between this Addendum and the Agreement, the terms of this Addendum will apply unless otherwise provided in this Addendum. In this Addendum, the words "you" and "your" mean each Washington Savings Bank online banking user who has registered for the Mobile Banking Service, and the terms "Washington Savings Bank", "we", "WSB", and "us" refer to Washington Savings Bank. Unless otherwise defined in this Addendum, all capitalized terms shall have the meanings given to them in the Agreement. This Addendum covers only the Mobile Banking Service, and it shall not be construed to apply to other products or services.

By using MBS, you accept and agree to all of the terms, conditions and notices contained in this Addendum and the Agreement and accept responsibility for your use of the MBS in accordance with the terms of this Addendum and the Agreement. Further, your use of MBS is subject to the terms and conditions of any agreement between you and Washington Savings Bank that is applicable to the products and/or services accessed through MBS, including but not limited to the Agreement and the Washington Savings Bank Deposit Account Agreement. Please read this Addendum, the Agreement, and all such additional agreements carefully before using the MBS, and keep a copy for your records.

2. Program

WSB offers their customers a variety of mobile access. "Short Message Service" or "SMS" (text messaging) means a messaging service using a text message format which allows users of mobile phones with a carrier-assigned mobile phone number, to send and receive simple text messages to each other, usually limited to one hundred sixty (160) characters. "Mobile Browser" means a secure application that allows customers to access information, particularly Internet content, via mobile phones with a carrier-assigned mobile phone number. "Downloadable Mobile Application" or "APP" means an application (a) resident on mobile phones with a carrier-

assigned mobile phone number; (b) that supports connectivity and transactions with a single financial institution; and (c) that typically allows a consumer to use mobile banking services.

Enrollment requires identification of the user's banking relationship with WSB as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification link to enroll in SMS, link to a browser or download an APP. You may also enroll in MBS through downloading the APP at the Google® Play or Apple® store and use your personal online Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

2. Amendment, Termination or Suspension of Services.

Except as otherwise required by law, we may in our sole discretion change these terms, and modify or cancel MBS, or the features we offer, at any time, without notice. This may include adding new or different terms to, or removing terms from, this Addendum or the Agreement. When changes are made we will update this Addendum on www.washingtonsavings.com/personal/services/mobile-banking.html. The www.washingtonsavings.com/personal/services/mobile-banking.html website will be updated on or before the effective date of any such changes to this Addendum, unless (i) an immediate change is necessary to maintain security or to prevent fraud; or (ii) a legal or regulatory requirement requires immediate change; in which event this Addendum will be updated within a commercially reasonable period of time. You will be notified of changes to the Addendum which materially affect your rights. By continuing to use MBS after such notice of any change, you agree to the change.

We may terminate or suspend all or any part of MBS at any time, in our discretion, without notice to you, and without liability to you. No termination of MBS or any part thereof will affect your liability or obligations under this Addendum or the Agreement accruing prior to the date of termination of any provisions of this Addendum or the Agreement which, by their nature or by express provision, are intended to survive termination. When you ask us to activate MBS, and each time you use or allow others to use MBS, you confirm your agreement to abide and be bound by the terms and conditions of MBS and this Addendum as in effect at that time. We may limit the types and number of accounts eligible for MBS at any time.

You shall immediately install any upgrades, patches or fixes required for security reasons or otherwise for the proper functioning of MBS, regardless of whether requested by us.

3. Services.

The Mobile Banking Service is a personal financial information management service that allows you to access available account information, view balances, transfer funds, make payments to payees who have previously been created through the Personal Online Banking service, make person-to-person or "P2P" payments through the "Popmoney" service, make mobile deposits using camera phone capability, locate WSB branches and ATMs, and make such other transactions as are described on www.washingtonsavings.com/personal/services/mobile-banking.html.

We may offer additional MBS services and features in the future. Any added MBS services and features will be governed by this Addendum and the Agreement (including any applicable Terms of Use for such service or

feature), and by any terms and conditions provided to you at the time the new MBS service or feature is added or at the time of enrollment for the feature or service, if applicable.

4. Registration/Activation.

In order to access MBS, you must have a mobile phone or other handheld device that can send and receive information, including SMS text capability, through a carrier service using the technology that supports MBS (a "Mobile Device"). MBS may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported. The technical standards required to access and use MBS (the "Mobile Technical Standards") may vary among the types of Mobile Devices and telecommunications carriers that support MBS, and may be updated from time to time by the carriers. You are responsible for satisfying any Mobile Technical Standards. You understand and agree that the telecommunication carriers may modify the supported Mobile Devices and/or the Mobile Technical Standards at any time, without prior notice, and that the telecommunication carriers and Washington Savings Bank shall not be liable to you for your failure to access or use MBS due to any such modifications.

In order to access MBS, you must first register for personal online banking then register for MBS. As part of the registration process, you may be required to provide information about your Mobile Device, as well as the telephone number for your Mobile Device, your personal online banking user ID, your personal online banking password and answer your previously configured security questions designated in connection with your use of Personal Online Banking. It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your registration for MBS if we cannot verify information about your Mobile Device.

You accept responsibility for making sure that you understand how to use MBS before you actually do so, and then that you always use MBS in accordance with online instructions posted on www.washingtonsavings.com/personal/services/mobile-banking.html, if any. You also accept responsibility for making sure that you know how to properly use your Mobile Device as it may be changed or upgraded from time to time. Further, Washington Savings Bank may change or upgrade MBS from time to time. In the event of such changes or upgrades, you are responsible for making sure you that you understand how to use MBS as changed or upgraded.

5. Third Party Fees.

Any agreement you may have with any unaffiliated service providers, including, but not limited to, your telecommunications carrier or provider, remains in full force and effect. You understand that other agreements you may have with unaffiliated service providers may provide for fees, limitations, and restrictions which might impact your use of MBS (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with MBS, receiving or sending MBS text messages, or other use of your Mobile Device when using MBS), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your telecommunications carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly

with such carrier or provider without involving us. You also agree that if you have any problems with MBS, you will contact us directly.

6. Check Deposits Using Mobile Banking Service.

- A. **Mobile Deposit Service.** MBS allows you to deposit checks to your checking, savings, or money market savings accounts from home or other remote locations by capturing photos of checks using camera phone capability and delivering the images and associated deposit information to us ("Mobile Deposit Service").
- B. **Hardware and Software.** In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Washington Savings Bank from time to time. See www.washingtonsavings.com/personal/services/mobile-banking.html for current hardware and software specifications. We are not responsible for any third party software you may need to use the Mobile Deposit Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
- C. **Fees.** A fee may be charged for the Mobile Deposit Service. You are responsible for paying the fees for the use of the Mobile Deposit Service. Any fee that is charged will be disclosed prior to your deposit. We may change the fees for use of the Mobile Deposit Service at any time.
- D. **Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Board Regulation CC ("Reg. CC") and only those checks that are permissible under this Addendum or such other items that we, in our sole discretion, elect to include in the Mobile Deposit Service. You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- o Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited.
- o Checks containing an alteration 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 is drawn.
- o Checks payable jointly, unless deposited into an account in the name of all payees.
- o Checks previously converted to a substitute check, as defined in Reg. CC.
- o Checks drawn on a financial institution located outside the United States.
- o Checks that are remotely created checks, as defined in Reg. CC.
- o Checks not payable in United States currency.
- o Checks dated more than six (6) months prior to the date of deposit.
- o Checks or items prohibited by Washington Savings Bank's current procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the terms of your WSB account.
- o Checks payable on sight or payable through drafts, as defined in Reg. CC.
- o Checks with any endorsement on the back other than that specified in this Addendum.
- o Checks that have previously been submitted through the Mobile Deposit Service or through a remote deposit capture service offered at Washington Savings Bank or any other financial institution.

- Checks or items on which a stop payment has been issued or for which there are insufficient funds.
- Checks drawn on an unsecured line of credit, or other convenience checks.
- E. **Endorsements and Procedures.** You agree to endorse any item transmitted through Mobile Deposit Service with the signature of all payees and by designating the item as "For deposit only" or as otherwise instructed by Washington Savings Bank. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Service as we may establish from time to time.
- F. **Receipt of Items.** We reserve the right to reject any item transmitted through the Mobile Deposit Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
- G. **Availability of Funds.** You agree that items transmitted using the Mobile Deposit Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Mobile Deposit Service is received and accepted before 8:00 p.m. Eastern time on a business day that we are open, your account will be credited for the deposit the following business day and we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Mobile Deposit Service will generally be made available within five (5) business days from the day of deposit. However, availability of funds deposited using the Mobile Deposit Service may be delayed for a longer period under certain circumstances in which we doubt collectability.
- H. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from us that we have received an image that you have transmitted, you agree to retain and safeguard the check for at least fourteen (14) calendar days from the date of the image transmission. After fourteen (14) calendar days, if you have verified that the funds have been credited to your account, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time you retain possession of the check, you agree to promptly provide it to us upon request. If you negotiate the item subsequent to your mobile deposit, this is considered an illegal activity and you will be prosecuted to the fullest extent of the law. You agree, by the subsequent negotiation of the mobile deposit check, this will be provide evidence of your failure to abide by the terms and conditions of this agreement in being responsible to safeguard and then destroy the check within fourteen (14) days of your mobile deposit. You further agree that you will indemnify the bank for any losses the bank may incur from having made the funds available to you and then receive a duplicate check chargeback causing your account to overdraft including but not limited to reasonable attorney fees in the prosecution and recovery of the funds.
- I. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits you may make through the Mobile Deposit Service 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 Addendum, and we will not be obligated to allow such a deposit at other times. The current limits are posted on www.washingtonsavings.com/personal/services/mobile-banking.html and may vary by client, product or based on other considerations as determined by Washington Savings Bank. There is no daily or

monthly statement cycle limit on the number of items allowed to be deposited, as long as the respective dollar limits are not exceeded.

- J. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Washington Savings Bank Deposit Account Agreement governing your account.
- K. **Errors.** You agree to notify us immediately of any suspected errors regarding items deposited through the Mobile Deposit Service, and in no event later than thirty (30) calendar days after the applicable Washington Savings Bank account statement is made available to you. Unless you notify us within thirty (30) calendar days, such statement regarding all deposits made through the Mobile Deposit Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
- L. **Errors in Transmission.** By using the Mobile Deposit Service you accept the risk that an item may be intercepted or misdirected during transmission. Washington Savings Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
- M. **Image Quality.** The image of an item transmitted to us using the Mobile Deposit Service must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Washington Savings Bank, the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
- N. **User Warranties and Indemnification.** You warrant to Washington Savings Bank that:
1. You will only transmit eligible items.
 2. You will not transmit duplicate items.
 3. You will not alter items
 4. You will not re-deposit or re-present an original item.
 5. You will not store or make a back-up copy of any item you submit electronically.
 6. All information you provide to Washington Savings Bank is accurate and true.
 7. You will comply with this Addendum, the Agreement and all applicable rules, laws and regulations.
 8. You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Washington Savings Bank from any loss for breach of this warranty provision.
- O. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost to us, any originals or copies of items deposited through the Mobile Deposit Service in your possession and your records relating to such items and transmissions.

7. Mobile Banking Service Limitations.

It is important that you understand the limitations of MBS, including but not limited to the following:

The balance in your accounts may change at any time as we process items and fees against your accounts, and the information provided to you through MBS may become quickly outdated.

Because MBS is accessible only through your Mobile Device, your access to MBS may be limited by the

service provided by your telecommunications carrier.

Not all MBS services and features are available in every MBS platform. Mobile Deposit Service is only available in downloadable mobile applications. Person-to-person or "P2P" payments are only available in downloadable mobile applications and the mobile web banking browser optimized for devices with touch screens.

There may be technical or other difficulties related to MBS. These difficulties may result in loss of data, personalized settings or other MBS interruptions. Neither Washington Savings Bank nor its third party service providers assume any responsibility for the timeliness, deletion, or misdelivery of any user data, failure to store user data, communications or personalized settings in connection with your use of MBS, nor for the delivery or the accuracy of any information requested or provided through MBS.

Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access the MBS, nor guarantee that you will have continuous or uninterrupted access to MBS. We are not responsible for any delay, failure or error in the transmission or content of information provided through MBS. Neither we nor any of our service providers and affiliates will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through MBS, from any inaccurate information provided through MBS, from your use of or reliance on any information provided through MBS, or from your inability to access MBS.

We will not be liable to you for any losses caused by your failure to properly use MBS or your Mobile Device, or for any losses resulting if your Mobile Device is lost or stolen. We reserve the right to refuse to make any transaction you request through MBS for any reason. You agree and understand that MBS may not be accessible or may have limited utility over some mobile networks, such as while roaming.

You agree to exercise caution when utilizing MBS on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.

Financial information obtained through MBS (including, without limitation, any text message alerts) reflects the most recent account information available through MBS and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features and functions available through Personal Online Banking may not be available using MBS.

8. Security.

In addition to the safeguarding and security provisions set forth in the Agreement, the following provisions shall apply to your use of MBS:

Once you have registered for MBS, your Mobile Device may be used to obtain information about your Washington Savings Bank accounts, and perform transactions on and make transfers between your Washington Savings Bank accounts. You are responsible for maintaining the security of your Mobile Device and you are responsible for all transfers made using your Mobile Device. MBS will display sensitive information about your Mobile Accounts, including balances and transfer amounts. Anyone with access to your Mobile

Device may be able to view this information.

In order to prevent misuse of your accounts through MBS, you agree to protect all login credentials associated with your accounts and MBS, and to monitor your accounts on a regular basis. All uses of MBS through your login credentials will be deemed to be uses authorized by you and be binding upon you.

In addition to protecting your login credentials and other account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other account information may allow unauthorized access to your accounts. You are also responsible for protecting and securing all information and data stored in your Mobile Device.

9. Additional Usage Obligations.

When you use the Mobile Banking Service to access your accounts, you agree to the following terms (which terms shall survive the termination of this Addendum or the Agreement):

- A. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed through MBS. You represent and agree that all information you provide to us in connection with MBS is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating MBS. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- B. **Proprietary Rights.** You are permitted to use content delivered to you through MBS only in connection with your proper use of MBS. You may not copy, reproduce, distribute, or create derivative works from this content.
- C. **User Conduct.** You agree not to use MBS or the content or information delivered through MBS in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in MBS software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of MBS to impersonate another person or entity, (iii) 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), (iv) be false, misleading or inaccurate, (v) 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, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to MBS, (ix) interfere with or disrupt the use of MBS by any other user, (x) result in unauthorized entry or access to the computer systems or networks of others; (xi) send unsolicited electronic mail messages (also known as spam).
- D. **No Commercial Use or Re-Sale.** You agree that MBS is for personal use only. You agree not to resell or make commercial use of MBS.
- E. **Safeguards.** You agree to take every precaution to ensure the safety, security and integrity of your accounts and transactions when using MBS. You agree not to leave your Mobile Device unattended while logged into MBS and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be

liable for any damage resulting to you. You agree to notify us immediately if you lose, or change or cancel the number of, your Mobile Device, or if your Mobile Device is stolen. If you believe that someone may have unauthorized access to your Mobile Device, you agree to cancel the MBS associated with the Mobile Device immediately. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with MBS.

- F. **Location.** You agree not to access or use MBS from locations outside of the United States, and we specifically do not warrant that MBS will function in any foreign countries.

10. Exclusion of Warranties; Limitation of Liability; Indemnification.

Limitations on Washington Savings Bank's liability are described in the Deposit Account Agreement and the Agreement. In addition:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF MBS IS AT YOUR SOLE RISK. MBS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MBS IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WASHINGTON SAVINGS BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. WASHINGTON SAVINGS BANK MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF MBS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WASHINGTON SAVINGS BANK OR THROUGH OR FROM YOUR USE OF MBS WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF MBS (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH MBS) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE MOBILE BANKING SERVICE. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state.

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF MBS, OR THE USE OF MBS BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE MBS, YOUR BREACH OF THIS AGREEMENT, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

11. Miscellaneous.

- A. You agree that Washington Savings Bank may collect information about your Mobile Device, system

and application software in connection with offering and operating MBS and to enhance your experience when using MBS. Our privacy statement is available on the Washington Savings Bank website.

- B. We reserve the right to block access or delete MBS software from your Mobile Device if we or our agents or MBS service providers have reason to believe you are misusing the MBS or otherwise not complying with this Addendum or the Agreement, or have reason to suspect your Mobile Device has been infected with malicious software or virus.
- C. Washington Savings Bank is not responsible for translating any of the information contained within MBS to any other language and we are not responsible for the accuracy of any third party translating services.
- D. For assistance with MBS, please visit www.washingtonsavings.com/personal/services/mobile-banking.html, access the Mobile tab within Personal Online Banking, or call the Washington Savings Bank at 978-458-7999.
- E. Washington Savings Bank may provide links to third party websites without endorsing the accuracy or safety of the third party service, and Washington Savings Bank disclaims all liability for any linked sites or their content. It is important for you to take necessary precautions to ensure appropriate safety from viruses, worms, Trojan horses, and other potentially destructive items. When visiting external websites, you should review those websites' privacy policies and other terms of use to learn more about how they collect and use any personally identifiable information.
- F. Washington Savings Bank reserves the right to employ "cookie" technology as a prerequisite for your use of MBS. Not allowing "cookies" may prevent MBS from functioning as intended.
- G. You are responsible for your own acquisition, upkeep and management of your Mobile Device. Further, you are responsible for procuring your own network or cellular connections. Washington Savings Bank does not provide internet or cellular connectivity or the devices associated with the use of this service.
- H. You are responsible for the accuracy of your data entry and use of the application when accessing accounts and conducting transactions. Washington Savings Bank is not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the device, system or application software.
- I. Washington Savings Bank maintains the right to contact you via your Mobile Device as a means to relay important account information or information about the use of MBS for as long as you are enrolled in MBS.
- J. Washington Savings Bank shall not be liable for any failure to perform its obligations under this Addendum or the Agreement due to the occurrence of an event beyond our control (including without limitation as fire, flood, power outage, acts of God, government or civil authority, civil or labor disturbance, war, riots, or the failure of our service providers to perform).

12. Third Party Beneficiaries.

You agree that our MBS service providers (including any provider of MBS software) may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries of such agreements and representations, with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.