

MOBILE BANKING TERMS AND CONDITIONS



Thank you for using GenoaBank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 31727. To cancel, text "STOP" to 31727 at anytime. In case of questions please contact customer service at 567-400-1296 or visit www.genoabank.com.

[GenoaBank Privacy Policy](#)

Terms and Conditions

Program: GenoaBank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship 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 code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at {888-243-2543}, or send a text message with the word "HELP" to this number: 31727. We can answer any questions you have about the program.

To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 31727. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of GenoaBank or any service provider.

Privacy and User Information: You acknowledge that in connection with your use of Mobile Banking, GenoaBank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). GenoaBank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, 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. GenoaBank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

MOBILE BANKING TERMS AND CONDITIONS



Restrictions on Use: You agree not to use Mobile Banking or the 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 Mobile Banking or the 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 GenoaBank (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 GenoaBank or any third-party service provider involved in the provision of Mobile Banking; (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 GenoaBank, any third-party service provider involved in providing Mobile Banking, 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 Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party’s account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the [Google terms and conditions](#) and the [Google Legal Notices](#), or other URLs as may be updated by Google.

MOBILE BANKING TERMS AND CONDITIONS



Card Controls Additional Terms

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by GenoaBank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact GenoaBank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App 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 actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to GenoaBank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, GenoaBank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

MOBILE BANKING TERMS AND CONDITIONS



7. **Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

MOBILE BANKING TERMS AND CONDITIONS



Alerts Additional Terms

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in GenoaBank 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 GenoaBank 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, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. 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 More menu within GenoaBank 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. GenoaBank 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 GenoaBank 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, text "STOP" to 31727 at anytime. 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 GenoaBank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 31727. In case of questions please contact customer service at 567-400-1296.

Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless.

MOBILE BANKING TERMS AND CONDITIONS



Limitations. GenoaBank 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 GenoaBank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold GenoaBank, 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.

[GenoaBank Privacy Policy](#)

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, GenoaBank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. GenoaBank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, 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.

MOBILE BANKING TERMS AND CONDITIONS



Biometric Login for Mobile Banking.

Biometric login is an optional biometric sign-in method for GenoaBank Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and GenoaBank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within GenoaBank Mobile Banking. GenoaBank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within GenoaBank Mobile Banking.

GenoaBank Mobile Banking allows you to access your GenoaBank account information, use bill pay, transfer funds between your accounts and conduct other banking transactions. This Agreement contains the terms and conditions for using GenoaBank Mobile Banking services that GenoaBank ("we", "us", or "our") may provide to you ("you" or "your"). By enrolling in GenoaBank Mobile Banking, you agree to all of the terms and conditions contained in this GenoaBank Mobile Banking Disclosure Agreement (the "Agreement"). Except as modified in this Agreement, your use of Mobile Banking is subject to all terms and conditions of your Online Banking and Bill Pay Disclosure Agreement, and the Terms & Conditions ("Terms and Conditions") applicable to all of your Eligible Accounts. Without limitation, this Agreement is supplemented by your Online Banking and Bill Pay Disclosure Agreement's provisions regarding exclusions of warranties and limitation of liability, indemnification, assignment, waiver, amendments, dispute resolution terms and procedures, definitions, and governing law. Any Mobile Banking services and features that may be added in the future will be governed by this Agreement and by any agreement(s) that may be provided to you at that time. We may amend this Agreement and modify or cancel the Mobile Banking services we offer without notice, except as required by Law. Your continued use of our service after notification of a change to this initial agreement shall be deemed to constitute acceptance by you of any subsequent changes, modifications, additions or deletions.

MOBILE BANKING TERMS AND CONDITIONS



Function and Availability: A supported Mobile Device ("Mobile Device") is needed to use Mobile Banking. You are responsible for providing your own Mobile Device and obtaining your own mobile communications service provider. To access Mobile Banking and use its functions, your Mobile Device must have Internet access and a web browser that supports 128-bit encryption, and must accept text (SMS) messages. Mobile Banking may not be supported on all Devices. GenoaBank does not guarantee functionality of Mobile Banking on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. We will use reasonable efforts to ensure that Mobile Banking is available for your use on an uninterrupted basis. Mobile Banking services may be temporarily unavailable for regular or emergency system maintenance. We may elect to discontinue Mobile Banking, or any of the services that we provide through Mobile Banking, at any time. In no event shall we be liable to you for unavailability of Mobile Banking, or your inability to access or utilize Mobile Banking.

Eligibility and Enrollment: You must be enrolled in Online Banking to enroll in and use the Mobile Banking service and functions. Enrollment will be completed after accepting this disclosure.

Fees: Currently, GenoaBank does not charge a fee to enroll in or use Mobile Banking. However, we can assess fees that are set forth in the other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft or funds transfer fees). We reserve the right to institute or change fees for Mobile Banking after sending you prior notice. Third party Message and Data rates may apply. Contact your wireless carrier for details regarding your wireless plan and any data usage or text message charges that may apply.

GenoaBank Mobile Deposit: GenoaBank Mobile Deposit is a feature of GenoaBank Mobile Banking. Mobile Deposit allows you to deposit checks into certain accounts with your Mobile Device camera, through the GenoaBank Mobile Application ("Mobile App"). If you request and are approved to use Mobile Deposit, the following terms apply to you:

1. **Eligibility.** To use Mobile Deposit, you must be an eligible GenoaBank account holder and have agreed to the Online Banking and Bill Pay Disclosure Agreement, as well as the terms of this Agreement.

2. **Eligible Deposits.** You can only deposit checks using Mobile Deposit. Your Mobile Device must capture a legible image of the front and back of each check transmitted to GenoaBank to be eligible for Mobile Deposit. Any check that you attempt to deposit using Mobile Deposit is subject to verification by GenoaBank. We reserve the right to reject any deposit that is not eligible for Mobile Deposit. There are some checks that are not eligible deposit through Mobile Deposit. Examples of checks that are not eligible includes, but is not limited to:

- Checks payable to any person or entity other than you.
- Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
- Checks that are not in original form with a signature (substitute checks or remotely created checks).
- Checks written off an account at a financial institution located outside the United States.
- U.S. Savings Bonds and Travelers Checks.
- Checks not payable in United States currency.
- Checks on which a stop payment order has been issued or for which there are insufficient funds.
- Checks that have previously been submitted through Mobile Deposit or through remote deposit capture.
- Checks that exceed the established deposit limits.

MOBILE BANKING TERMS AND CONDITIONS



3. **Endorsement of Check.** You agree to endorse each check submitted through Mobile Deposit and write "For Mobile Deposit at GenoaBank Only" under your endorsement on the back of the check.
4. **Cut off Times for Deposits.** Deposits made via Mobile Deposit must be received before 4:00 PM Eastern Time in order to be considered deposited same day. Deposits received after 4:00PM Eastern Time will be considered deposited the next business day. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our branches.
5. **Receipt.** An image of check shall be deemed received when the status of the item is "Deposit Pending". 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. An image of a check is accepted when the status of the image changes to "Accepted" in the Deposit History. We are not responsible for checks that we do not receive. Processing and/or transmission errors can occur after we acknowledge receipt and may impact transaction completion.
6. **Deposit Limits.** We may establish limits on the dollar amount and/or number of checks or deposited using Mobile Deposit. These limits may change from time to time without notice to you. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. We will inform you of the deposit limits applicable to you.
7. **Availability of Funds Deposited.** Deposits made through Mobile Deposit will be subject to GenoaBank's Funds Availability Policy. Typically, this means that funds are available on the next business day after the date of deposit. We may delay availability of funds from any deposit you make through Mobile Deposit at any time, in our sole discretion, if we deem it appropriate with our policies and procedures. You can request a copy of the Funds Availability Policy at a GenoaBank branch or by calling 1-800-592-2828.
8. **Retention and Destruction of Original Check.** Upon confirmation that we have received the transmitted check, you agree to retain the check in a secure location for 14 days. After 14 days, and after you have confirmed the deposited funds have been applied to your account correctly, you agree to destroy the check or mark it as "VOID". This prevents a check from being presented for deposit another time. You will be liable for checks that are presented more than once.
9. **Changes/Termination of Service.** We may modify, add, or remove portions of the service or end the service at any time without notice and in our sole discretion. We may terminate your use of Mobile Deposit if you breach any term of this Agreement or any other agreement you have with us, if you use Mobile Deposit for any unauthorized or illegal purposes, if we suspect fraud or misuse, if you have excessive overdrafts or returned items, or for any other reason, in our sole discretion. If we terminate your use of Mobile Deposit, your representations, warranties and obligations to GenoaBank shall remain in full force and effect.
10. **Fees.** GenoaBank does not charge a fee for Mobile Deposit. However, third party Message and Data rates may apply. Check with your wireless carrier for details regarding your wireless plan and any data usage or text messages charges that may apply.

MOBILE BANKING TERMS AND CONDITIONS



11. **Rejected Checks.** We may reject a check for deposit for any reason and we will not be liable to you. In such a case, you will need to deposit the check using other means, such as visiting a GenoaBank branch. We reserve the right to charge back to your account, at any time, any check that we subsequently determine was ineligible for Mobile Deposit. We are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible check.

12. **Limitations.** When using Mobile Deposit, you may experience difficulties that are outside the control of Genoa Bank and there may be times when Mobile Deposit is unavailable. We are not responsible for any difficulties or any damages that you may incur as a result.

13. **Compatible Hardware and Software.** In order to use Mobile Deposit, in addition to the Mobile Device requirements for Mobile Banking, your Mobile Device must have a camera capable of producing a legible image of a check for deposit. Mobile Deposit may not be supportable for all Devices.

14. **Errors.** You must notify us of any errors or suspected errors related to the check(s) deposited through the Services as soon as possible, and in no event later than 60 days after the related GenoaBank account statement is sent. You can notify us of any errors or suspected errors by calling 1-800-592-2828, by visiting a GenoaBank branch, by writing to us at 801 Main Street, PO BOX 98, Genoa, OH 43430, or by sending us a secure e-mail through Online Banking. Unless you notify us within 60 days, the account statement containing the deposits made through the Services is deemed correct, and you cannot bring a claim against us for any alleged errors.

Security of Your Mobile Device: You are responsible for: (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used by you to access Mobile Banking; and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with Mobile Banking. You agree not to supply your Access Information to anyone, and to immediately notify GenoaBank if you become aware of any loss, theft or unauthorized use of any access information, including your Mobile Device. GenoaBank reserves the right to deny you access to Mobile Banking if it believes that any loss, theft, or unauthorized use of access information has occurred.

Clicking on the "Accept" button is your representation that you are an owner of the Eligible Account being enrolled and have been authorized to enroll the Account in Mobile Banking. Clicking on the "Accept" button also indicates your intent to accept this Agreement and constitutes your electronic signature to same.

If you do not agree, you can still enroll in Mobile Banking at a later time. You will still be asked to accept the Terms and Conditions of this Agreement.

MOBILE BANKING TERMS AND CONDITIONS



Card Management Additional Terms

The card management feature is offered by GenoaBank (referred to herein as “CardHub”, “us”, “we” or “our”) for use by GenoaBank cardholders. GenoaBank’s card management feature is intended to allow You to initiate certain payment card related activities for Your enrolled GenoaBank 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 GenoaBank 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 [here](#) and the Google Legal Notices found [here](#), or such other URLs as may be updated by Google. To the extent the card management feature allows You to access third party services, GenoaBank 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.

GenoaBank 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 GenoaBank’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.

MOBILE BANKING TERMS AND CONDITIONS



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. GenoaBank 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 GenoaBank 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 GenoaBank 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. GenoaBank , 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.