



WESTFIELD BANK

Westfield Mobile Banking Disclosures

Updated August 2020

Welcome to Westfield Mobile Banking. By participating in Westfield Mobile Banking, you agree to the terms and conditions below (this “Agreement”). We reserve the right to amend this Agreement at any time, including the right to terminate any program, account feature, or any account type without notice, except as may be required by law or regulation. The words “we”, “our”, and “us” mean Westfield Bank, and the words “you” and “your” mean you, the account holder, or anyone with authority to exercise control over the account.

If you have any questions or need help, please contact our Customer Resource Center at 1.800.368.8930 or visit www.westfield-bank.com.

Additional Agreements:

This Agreement supplements the applicable policies, agreements and disclosures, each incorporated into this Agreement and available for your review on our Disclosures webpage <https://www.westfield-bank.com/disclosures>, including but not limited to the following:

- Privacy Policy
- Online Banking Agreement
- Electronic Fund Transfers Disclosure
- Consent for Electronic Communications
- Terms & Conditions of Your Account
- Treasury Management Master Agreement (*for our business clients only*)

Westfield Mobile Banking Service:

- Westfield Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts as governed by the Terms & Conditions of Your Account.
- You may use Westfield Mobile Banking to image and deposit eligible items, which means checks payable only to you and to no other person or entity (if your account is a joint account, the checks may be payable to any or all account holders and to no other person or entity). You agree that you will not image an ineligible item. **Ineligible items include**, U.S. Savings Bonds, Cashier’s Checks, Money Orders, Travelers Checks, altered or otherwise suspected or known to be fraudulent or unauthorized checks, checks drawn on institutions or currencies outside of the United States, checks dated more than six (6) months from the deposit date, remotely created checks, substitute checks, checks which have differing written and numeric amounts, and as otherwise excluded by us or by law.
- The imaged check must accurately and legibly provide all the information on the front and back of the check at the time presented to us. Prior to imaging the check, you must endorse the check. **The check must be endorsed by the payee and include the restrictive**



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endorsement “For Mobile Deposit Only at Westfield Bank” or the item will not be accepted for deposit.

- The image quality of the check must meet the standard for image quality established by the American National Standard Institute, the Board of Governors of the Federal Reserve and any other applicable regulatory agency or clearing house.
- We are not responsible for check images that are partially transmitted or lost. Once the check has been credited and made available in your account, the check should be destroyed, or “VOID” should be written across the face of the check.
- You agree you will not use Westfield Mobile Banking for any illegal, fraudulent, unauthorized or improper manner or purpose and will only use in compliance with all applicable laws, rules and regulations, including all applicable local, state and federal law and regulations.

Limits: We, in our sole discretion, set default daily and monthly limits on imaged deposits based on account type (personal or business), transaction history and risk tolerance. We may modify these default limits and how they are applied, in its sole discretion. Current limits are as follows:

- daily limits: up to 5 checks, that in total do not exceed \$5,000; and
- monthly limit: up to 20 checks, that in total do not exceed \$20,000.

Deposit Cutoff Times: Deposits made through Westfield Mobile Banking must be received by us no later than 4:00 p.m. Eastern Standard Time on any business day in order to be considered deposited on that same day. Deposits received after that time, or on a weekend or federal holiday, will be considered deposited on the next business day. Business days are Monday through Friday, excluding federal holidays.

Funds Availability: Your availability of funds policy <https://www.westfield-bank.com/disclosures> for your checking account as well as the funds availability requirements of Federal Reserve Board Regulation CC do not apply when you deposit checks through Westfield Mobile Banking. Funds from deposits made through Westfield Mobile Banking generally will be available for withdrawal between the first and second business day after the day of deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion. All deposits are subject to our verification procedures. We may refuse, limit, or return deposits for any reason and will not be liable for doing so even if those actions cause outstanding checks or other debits to your account to be dishonored or returned. It is your responsibility to verify that items you deposit using Westfield Mobile Banking are received and accepted for deposit in your account. However, we will use reasonable efforts to notify you of any rejection.

Requirements:

- To use Westfield Mobile Banking, you must have a mobile device (such as cellular phone, smart phone, or tablet) with compatible wireless hardware and software. You acknowledge and expressly agree to be solely responsible for any fees imposed upon you by your mobile phone provider or participating carrier (i.e. message and data rates may apply).



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- You agree (i) to provide us with a valid phone number, e-mail address or other delivery location; (ii) that we may send you information regarding Westfield Mobile Banking through your communication service provider and that your communication service provider is acting as your agent in this capacity; and (iii) you will indemnify, defend and hold us harmless from and against any and all claims, losses, costs and expenses (including reasonable attorneys' fees) arising from the phone number, e-mail address, or other delivery location that you provide that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligations under this paragraph shall survive termination of this Agreement.

Transmission and Other Errors:

- You understand and agree that the Westfield Mobile Banking service may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other money transactions, through Westfield Mobile Banking may be delayed or impacted by factors pertaining to your Internet service provider, phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Westfield Mobile Banking.
- Westfield Mobile Banking uses services provided by third parties and at times Westfield Mobile Banking services may be unavailable due to system maintenance or technical difficulties, including those of the Internet service provided.

Disclaimer of Warranties: YOU AGREE YOUR USE OF WESTFIELD MOBILE BANKING IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE FURTHER MAKE NO WARRANTIES THAT WESTFIELD MOBILE BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

Limitation of Liability: YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, RELATED IN ANY WAY TO YOUR USE OF WESTFIELD MOBILE BANKING EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

Privacy and User Information: In addition to our Privacy Policy, <https://www.westfield-bank.com/sites/default/files/WB-Privacy-Disclosure-Rev-12-2016.pdf> you acknowledge that in connection with your use of Westfield Mobile Banking, we and our affiliates and service providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, content of messages, data files and other data and information provided by you or from other sources in connection with Westfield Mobile Banking or software or



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applications for iPhone®, BlackBerry®, Android®, etc. We and our 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 provide Westfield Mobile Banking 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. We and our affiliates and service providers also reserve the right to monitor use of Westfield Mobile Banking for purposes of verifying compliance with the law and this Agreement, but disclaim any obligation to monitor, filter, or edit any content.

4820-3032-1185, v. 3