Thank you for using the Mobile Money Services ("Services") and any related software ("Software") provided by Bank of Utica in conjunction with your mobile device's text messaging capabilities. By enrolling in, accessing, or using the Services or Software, you agree to these Terms and Conditions, in addition to any other agreements governing your electronic banking, mobile banking, or bill payment services with Bank of Utica.

Bank of Utica reserves the right to modify these Terms and Conditions at any time. Any changes will become effective as provided by applicable law or upon notice to you, as applicable. Your continued use of the Services after any changes become effective constitutes your acceptance of the revised Terms and Conditions. Standard message and data rates may apply based on your wireless carrier's plan.

Terms and Conditions

a. Program

Bank of Utica offers Mobile Money Services that allow customers to access certain account information (such as account balances and recent transactions) through the Short Message Service (SMS) and to receive account-related alerts (such as low balance notifications).

To enroll, customers must have an eligible Bank of Utica account, enroll in the Service, and provide a valid mobile phone number. To verify the mobile phone number, Bank of Utica will send a one-time verification code by SMS. The customer must enter the verification code during the enrollment process to complete registration.

Customers may customize the types of alerts they wish to receive and other notification preferences. The frequency of messages will vary based on the customer's selected alert preferences and account activity. The Service is provided on an ongoing basis unless terminated by either the customer or Bank of Utica. Standard message and data rates may apply based on your wireless carrier's plan. Customers may opt out of the Service at any time as described below.

b. Questions or Assistance

If you have questions about the Service, visit **www.bankofutica.com**, call us at **315-797-2761**, or text **HELP** to **96924**. Customer service representatives are available to answer questions about the Service.

c. Opting Out

You may discontinue receiving SMS messages at any time by texting **STOP** to **96924.** You will receive a one-time confirmation message confirming your request. After your opt-out request has been processed, you will no longer receive SMS messages from this Service unless you re-enroll.

d. Availability of Service

The Services and Software are provided on an "as available" basis. Access to the Services may be delayed, limited, or unavailable due to system maintenance, telecommunications failures, equipment malfunctions, network congestion, or other circumstances beyond the reasonable control of Bank of Utica or its service providers. Bank of Utica does not guarantee uninterrupted or error-free operation of the Services.

Privacy and User Information. You acknowledge that in connection with your use of the Services, Bank of Utica and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively “User

Information"). The Bank of Utica and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank of Utica and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Bank of Utica (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 Bank of Utica or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Bank of Utica, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

MOBILE DEPOSIT AGREEMENT

Mobile Deposit is a product which allows you, the depositor, to deposit a check into your account by taking a picture of the check with your mobile phone and then transmitting the image and other data to us electronically for deposit to your checking account. You can use this service if you are already enrolled to use our Mobile Banking product, if you have been a Bank of Utica depositor for at least 30 days and if your accounts are in good standing.

The check image and associated information transmitted electronically throughout the Federal Reserve Bank's check clearing channels are called collectively the "Check Image". The paper check is called the "Original Check".

Please refer to our account disclosures "Account Rules and Agreement", "Understanding Your Deposit Account", "Check Clearing Policies and Funds Availability", and "Electronic Funds Transfer Agreement". These can be found on our website at www.bankofutica.com or you can call us at (315) 797-2700 to receive a copy by mail.

IMPORTANT: Read the terms of this agreement carefully before using the service or downloading, installing or using the application (app). By selecting the "I Accept" button, using the service, or downloading, installing, or otherwise using the app (Each of which constitutes an "acceptance" of this agreement), you acknowledge that you have read this agreement and agree to be bound by the terms and conditions set forth herein. You are not authorized to use the service and you are to exit the installation process if you select the "I Do Not Accept" button.

Mobile Application required. To use this service, you must be enrolled to use Mobile Banking. Bank of Utica (we) will determine what mobile devices will support this mobile app. At this time, we support Android® or iPhone®.

Depending on your wireless plan, you may be charged a fee by your mobile service provider. We do not assume any responsibility for any fees charged by your service provider, or for any errors, failures, or malfunctions of your mobile device. We grant you permission to use this app and reserve the right to change eligibility requirements or cancel your ability to use the app at any time as we deem necessary without prior notice. By using these services, you agree to abide by the terms and conditions stated in this document.

Transaction Limits for Mobile Check Deposits

- One check may be deposited at a time using Mobile Deposit
- The maximum check amount that can be deposited is $10,000
- The total check amount is $10,000 per day
- You may deposit up to 5 checks per day

We reserve the right to impose limits on the dollar amount(s) and/or the number of checks that you deposit. If you attempt to initiate a deposit in excess of these limits, we may, at our sole discretion, reject your deposit. We may modify or change these limits from time to time, and if we permit you to exceed the limits we my cease doing so at any time without written notice or cause.

Processing Times

Deposits can be made at any time 24 hours a day. Deposits made by 3:45 p.m. Eastern Time on any business day will be posted as of the current business day. Deposits made after 3:45 p.m. will be posted on the next business day. A business day is 9:00 a.m. to 5:00 p.m. Monday thru Friday except for legal holidays as designated by the Federal Reserve Bank.

Eligible Checks

Checks which can be deposited are:

- Any personal or business check **payable to you**, the account holder
- In the amount of $**10,000 or less**
- Properly endorsed: "**For Mobile Deposit Only**" and signed by you
- With a MICR number, check number and name of the payer commercially imprinted on the original check
- Has not been altered, torn or folded
- Is properly dated
- Bears the original signature of the person on whose account the check is drawn
- Contains the following information which can be clearly read by sight review:
    - **Amount, payee, maker's signature, date, check number**
    - Information identifying the drawer and paying bank that is preprinted on the check including the MICR line, routing number and account number

Ineligible Checks

Checks which cannot be deposited are:

- A check in an amount greater than $10,000 or which exceeds daily limit
- Checks not payable to you, the account holder
- Checks payable to more than one individual
- Substitute checks (paper checks created from an electronic image)
- Checks that have been previously cashed or deposited
- Checks that you know or suspect may be fraudulent or forged
- Any item stamped "non-negotiable" or "this is not a check"
- Savings Bonds

- Any item issued by a bank in a foreign country or in foreign currency
- Any item that is "stale dated" (more than six months ago) – or "post-dated" (with a date in the future)
- Any item that has been altered, folded or torn
- Checks with a qualified or conditional endorsement (e.g. Payable to John Jones without recourse)

We may refuse any check for deposit, with or without cause. Our acceptance of any check image does not mean that your check is eligible to be deposited using Mobile Deposit or that we will actually deposit the check. The check deposit may be rejected after you have received confirmation of its acceptance if it is found to be ineligible for deposit.

General Processing and Security Procedures

- You will maintain at least one checking account at Bank of Utica and enroll in our Mobile Banking product.
- You will only submit imaged items that meet the standards for image quality required by federal regulation.
- You will not attempt to scan and transmit to us any check that has previously been deposited.
- You will ensure that checks are properly endorsed as described above.
- You will be responsible to ensure that you receive confirmation that your deposit was received by us.
- You shall protect any passwords or codes required to use this service.
- You will retain each original check and keep it in a safe and secure place for a minimum of 60 days. (NOTE: when you make the deposit, it may indicate that the check can be destroyed after it is accepted, but you are requested to keep the check for 60 days in the event that a claim is made by the person who gave you the check.) After that time you will destroy the original check in a secure manner, preferably by shredding it.
- Do not deface the check.
- If requested by us, you will promptly provide any original check to us to aid in the clearing and collection process to resolve claims by third parties.
- You represent that you are not now and will not, during the term of this agreement, engage in any business that would be defined as a "Money Service Business" under the Federal Bank Secrecy Act.

Returned Deposits

You understand that an imaged item that is not paid by a payer bank or is returned for any reason will be returned to you and debited from your account.

Fees

Bank of Utica does not charge any fee to deposit a check into a personal account. There may be a fee to deposit a check into a business account. Please refer to our disclosure, "Understanding Your Deposit Account", for a list of fees including those for returned deposit items or overdrafts. This disclosure is available on our website or you can call us at (315) 797-2700 and we will send it to you.

Funds Availability

Generally, a deposited check will be available to you on the second day following the day of deposit. Longer delays may apply for new accounts or for total check deposits made by you of more than $5,000 in one day. See our disclosure, "Check Clearing Policies and Funds Availability", which is available on our website or you can call us at (315) 797-2700 and we will send it to you.

Compliance with Law

All rules and regulations set forth in this agreement and the obligations of both you, the account holder, and Bank of Utica with respect to your account shall be governed by the laws of the United States and the State of New York, regulations of Federal and New York banking authorities, clearing house and similar rules, and general bank policies and procedures in the areas served by the Bank.

Educational Tips on Using Mobile Deposit

- For best performance before logging into the Mobile Banking app, it is suggested to close all other apps running in the background on your mobile phone.
- Sign/Endorse the back of your check, and label it “For Mobile Deposit Only.”
- When prompted for the amount, carefully enter the check amount to ensure it matches the amount written on your check.
- Flatten folded or crumpled checks before taking your photos.
- Keep the check within the view on the camera screen when capturing your photos. Try not to get too much of the areas surrounding the check.
- Take the photos of your check in a well-lit area.
- Place the check on solid dark background before taking the photo of it.
- Keep your phone flat and steady above the check when taking your photos.
- Hold the camera as square to the check as possible to reduce corner to corner skew.
- Make sure that the entire check image is visible and in focus before submitting your deposit.
- No shadows across the check.
- All four corners are visible.
- Check is not blurry.
- The MICR line (numbers on the bottom of your check) is readable.